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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 10-Q**

(Mark One)

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended April 30, 2015

or

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 1-8929



**ABM INDUSTRIES INCORPORATED**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation or organization)



**94-1369354**

(I.R.S. Employer  
Identification No.)

551 Fifth Avenue, Suite 300

New York, New York 10176

(Address of principal executive offices)

(212) 297-0200

(Registrant's telephone number, including area code)

None

(Former name, former address and former fiscal year, if changed since last report)

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at May 27, 2015
Common Stock, \$0.01 par value per share	56,416,437 shares

# ABM INDUSTRIES INCORPORATED AND SUBSIDIARIES

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## FORWARD-LOOKING STATEMENTS

Certain statements contained in this Quarterly Report on Form 10-Q, and in particular, statements found in Item 2., "Management's Discussion and Analysis of Financial Condition and Results of Operations," that are not statements of historical fact constitute forward-looking statements. These statements give current expectations or forecasts of future events and are often identified by the words "will," "may," "should," "continue," "anticipate," "believe," "expect," "plan," "appear," "project," "estimate," "intend," "seek," or other words and terms of similar meaning in connection with discussions of future strategy and operating or financial performance. Such statements reflect the current views of ABM Industries Incorporated ("ABM"), and its subsidiaries (collectively referred to as "ABM," "we," "us," "our," or the "Company"), with respect to future events and are based on assumptions and estimates which are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied in these statements. These factors include but are not limited to the following:

- risks relating to our acquisition strategy may adversely impact our results of operations;
- our strategy of moving to an integrated facility solutions provider platform, which focuses on vertical markets, may not generate the organic growth in revenues or profitability that we expect;
- we are subject to intense competition that can constrain our ability to gain business as well as our profitability;
- our business success depends on our ability to preserve our long-term relationships with clients;
- increases in costs that we cannot pass on to clients could affect our profitability;
- we have high deductibles for certain insurable risks, and therefore we are subject to volatility associated with those risks;
- our restructuring initiatives may not achieve the expected cost reductions;
- our business success depends on retaining senior management and attracting and retaining qualified personnel;
- we are at risk of losses stemming from accidents or other incidents at facilities in which we operate, which could cause significant damage to our reputation and financial loss;
- negative or unexpected tax consequences could adversely affect our results of operations;
- federal health care reform legislation may adversely affect our business and results of operations;
- changes in energy prices and government regulations could adversely impact the results of operations of our Building & Energy Solutions business;
- significant delays or reductions in appropriations for our government contracts may negatively affect our business and could have an adverse effect on our financial position, results of operations, and cash flows;
- we conduct some of our operations through joint ventures, and our ability to do business may be affected by the failure of our joint venture partners to perform their obligations;
- our business may be negatively affected by adverse weather conditions;
- we are subject to business continuity risks associated with centralization of certain administrative functions;
- our services in areas of military conflict expose us to additional risks;
- we are subject to cyber-security risks arising out of breaches of security relating to sensitive company, client, and employee information and to the technology that manages our operations and other business processes;
- a decline in commercial office building occupancy and rental rates could affect our revenues and profitability;
- deterioration in general economic conditions could reduce the demand for facility services and, as a result, reduce our earnings and adversely affect our financial condition;
- financial difficulties or bankruptcy of one or more of our clients could adversely affect our results;

- any future increase in the level of our debt or in interest rates could affect our results of operations;
- our ability to operate and pay our debt obligations depends upon our access to cash;
- goodwill impairment charges could have a material adverse effect on our financial condition and results of operations;
- impairment of long-lived assets may adversely affect our operating results;
- we are defendants in class and representative actions and other lawsuits alleging various claims that could cause us to incur substantial liabilities;
- changes in immigration laws or enforcement actions or investigations under such laws could significantly adversely affect our labor force, operations, and financial results;
- labor disputes could lead to loss of revenues or expense variations;
- we participate in multiemployer pension plans that under certain circumstances could result in material liabilities being incurred; and
- disasters or acts of terrorism could disrupt services.

Additional information regarding these and other risks and uncertainties we face is contained in our Annual Report on Form 10-K for the year ended October 31, 2014 and in other reports we file from time to time with the Securities and Exchange Commission.

We urge readers to consider these risks and uncertainties in evaluating our forward-looking statements. We caution readers not to place undue reliance upon any such forward-looking statements, which speak only as of the date made. We disclaim any obligation or undertaking to publicly release any updates or revisions to any forward-looking statement contained herein (or elsewhere) to reflect any change in our expectations with regard thereto or any change in events, conditions, or circumstances on which any such statement is based.

**PART I. FINANCIAL INFORMATION**

**ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS.**

**ABM INDUSTRIES INCORPORATED AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**(UNAUDITED)**

*(in millions, except share and per share amounts)*

	April 30, 2015	October 31, 2014
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 30.4	\$ 36.7
Trade accounts receivable, net of allowances of \$10.1 and \$10.6 at April 30, 2015 and October 31, 2014, respectively	764.6	748.2
Prepaid expenses	75.7	65.5
Deferred income taxes, net	51.0	46.6
Other current assets	30.1	30.2
Total current assets	951.8	927.2
Other investments	31.9	32.9
Property, plant and equipment, net of accumulated depreciation of \$149.5 and \$138.6 at April 30, 2015 and October 31, 2014, respectively	79.2	83.4
Other intangible assets, net of accumulated amortization of \$155.5 and \$142.9 at April 30, 2015 and October 31, 2014, respectively	118.7	128.8
Goodwill	908.8	904.6
Other assets	115.2	116.0
Total assets	\$ 2,205.6	\$ 2,192.9
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities		
Trade accounts payable	\$ 147.9	\$ 175.9
Accrued compensation	133.3	131.2
Accrued taxes—other than income	34.6	29.4
Insurance claims	80.1	80.0
Income taxes payable	0.1	2.0
Other accrued liabilities	115.5	107.9
Total current liabilities	511.5	526.4
Noncurrent income taxes payable	55.6	53.7
Line of credit	307.0	319.8
Deferred income tax liability, net	27.2	16.4
Noncurrent insurance claims	263.8	269.7
Other liabilities	40.3	38.1
Total liabilities	1,205.4	1,224.1
Commitments and contingencies		
<b>Stockholders' Equity</b>		
Preferred stock, \$0.01 par value; 500,000 shares authorized; none issued	—	—
Common stock, \$0.01 par value; 100,000,000 shares authorized; 56,403,921 and 55,691,350 shares issued and outstanding at April 30, 2015 and October 31, 2014, respectively	0.6	0.6
Additional paid-in capital	289.5	274.1
Accumulated other comprehensive loss, net of taxes	(4.5)	(2.8)
Retained earnings	714.6	696.9
Total stockholders' equity	1,000.2	968.8
Total liabilities and stockholders' equity	\$ 2,205.6	\$ 2,192.9

See accompanying notes to unaudited consolidated financial statements.

**ABM INDUSTRIES INCORPORATED AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

(UNAUDITED)

	Three Months Ended April 30,		Six Months Ended April 30,	
	2015	2014	2015	2014
<i>(in millions, except per share amounts)</i>				
<b>Revenues</b>	\$ 1,270.1	\$ 1,231.3	\$ 2,559.5	\$ 2,457.8
<b>Expenses</b>				
Operating	1,139.2	1,103.4	2,300.4	2,211.9
Selling, general and administrative	94.1	93.3	196.9	180.7
Amortization of intangible assets	6.0	6.7	12.2	13.4
Total expenses	1,239.3	1,203.4	2,509.5	2,406.0
Operating profit	30.8	27.9	50.0	51.8
Income from unconsolidated affiliates, net	2.2	1.2	3.7	2.7
Interest expense	(2.5)	(2.7)	(5.2)	(5.4)
Income before income taxes	30.5	26.4	48.5	49.1
Provision for income taxes	(12.2)	(11.2)	(12.5)	(20.8)
<b>Net income</b>	18.3	15.2	36.0	28.3
Other comprehensive income:				
Foreign currency translation	1.2	0.2	(1.7)	—
Other	—	(0.3)	—	(0.3)
<b>Comprehensive income</b>	\$ 19.5	\$ 15.1	\$ 34.3	\$ 28.0
<b>Net income per common share</b>				
Basic	\$ 0.32	\$ 0.27	\$ 0.64	\$ 0.51
Diluted	\$ 0.32	\$ 0.27	\$ 0.63	\$ 0.50
<b>Weighted-average common and common equivalent shares outstanding</b>				
Basic	56.8	56.1	56.6	55.9
Diluted	57.6	57.0	57.4	57.0
<b>Dividends declared per common share</b>	\$ 0.160	\$ 0.155	\$ 0.320	\$ 0.310

See accompanying notes to unaudited consolidated financial statements.

**ABM INDUSTRIES INCORPORATED AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(UNAUDITED)**

<i>(in millions)</i>	Six Months Ended April 30,	
	2015	2014
<b>Cash flows from operating activities:</b>		
Net income	\$ 36.0	\$ 28.3
<b>Adjustments to reconcile net income to net cash provided by operating activities:</b>		
Depreciation and amortization	28.3	28.4
Deferred income taxes	6.0	1.6
Share-based compensation expense	8.2	7.8
Provision for bad debt	—	1.3
Discount accretion on insurance claims	0.1	0.2
Gain on sale of assets	(2.2)	(0.1)
Income from unconsolidated affiliates, net	(3.7)	(2.7)
Distributions from unconsolidated affiliates	4.6	2.4
Changes in operating assets and liabilities, net of effects of acquisitions:		
Trade accounts receivable	(18.6)	(31.5)
Prepaid expenses and other current assets	(1.6)	(3.8)
Other assets	0.1	13.1
Income taxes payable	(7.8)	3.1
Other liabilities	2.3	(1.4)
Insurance claims	(6.0)	(1.1)
Trade accounts payable and other accrued liabilities	(6.7)	(7.9)
Total adjustments	3.0	9.4
<b>Net cash provided by operating activities</b>	<b>39.0</b>	<b>37.7</b>
<b>Cash flows from investing activities:</b>		
Additions to property, plant and equipment	(13.9)	(19.3)
Proceeds from sale of assets	4.2	1.1
Purchase of businesses, net of cash acquired	(4.2)	(12.1)
Investments in unconsolidated affiliates	—	(0.5)
<b>Net cash used in investing activities</b>	<b>(13.9)</b>	<b>(30.8)</b>
<b>Cash flows from financing activities:</b>		
Proceeds from exercises of stock options	13.5	4.8
Incremental tax benefit from share-based compensation awards	1.2	—
Repurchases of common stock	(7.9)	—
Dividends paid	(17.9)	(17.3)
Deferred financing costs paid	(0.3)	(1.2)
Borrowings from line of credit	457.3	534.1
Repayment of borrowings from line of credit	(470.1)	(521.8)
Changes in book cash overdrafts	(5.9)	1.5
Repayment of capital lease obligations	(1.3)	(1.9)
<b>Net cash used in financing activities</b>	<b>(31.4)</b>	<b>(1.8)</b>
Net (decrease) increase in cash and cash equivalents	(6.3)	5.1
Cash and cash equivalents at beginning of year	36.7	32.6
<b>Cash and cash equivalents at end of period</b>	<b>\$ 30.4</b>	<b>\$ 37.7</b>

See accompanying notes to unaudited consolidated financial statements.



**ABM INDUSTRIES INCORPORATED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(UNAUDITED)**

**1. THE COMPANY AND NATURE OF OPERATIONS**

ABM Industries Incorporated, together with its consolidated subsidiaries (hereinafter collectively referred to as “ABM,” “we,” “us,” “our,” or the “Company”), is a leading provider of end-to-end integrated facility solutions to thousands of commercial, industrial, institutional, retail, residential, and governmental facilities located primarily throughout the United States. Our comprehensive capabilities include expansive facility solutions, energy solutions, commercial cleaning, maintenance and repair, HVAC, electrical, landscaping, parking, security, and commercial aviation support services, which we provide through stand-alone or integrated solutions. The Company was reincorporated in Delaware on March 19, 1985, as the successor to a business founded in California in 1909.

**2. BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation**

The accompanying unaudited consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial information and with Article 10 of Regulation S-X under the Securities Exchange Act of 1934, as amended. The unaudited consolidated financial statements should be read in conjunction with our audited consolidated financial statements (and notes thereto) filed with the U.S. Securities and Exchange Commission (“SEC”) in our Annual Report on Form 10-K for the fiscal year ended October 31, 2014 (“Annual Report”). Unless otherwise noted, all references to years are to our fiscal year, which ends on October 31.

In the opinion of our management, our unaudited consolidated financial statements and accompanying notes (the “Financial Statements”) include all normal recurring adjustments that are considered necessary to fairly state the financial position, results of operations, and cash flows for the interim periods presented. Interim results of operations are not necessarily indicative of the results for the full year.

The accounting policies applied in the accompanying Financial Statements are the same as those applied in our audited consolidated financial statements as of and for the year ended October 31, 2014, which are described in our Annual Report.

Effective in the first quarter of 2015, we reallocated certain costs from our Janitorial segment to our Facility Services, Parking, and Security segments to better reflect certain overhead support functions on the operations of our Onsite Services businesses. Such costs were previously recorded within our Janitorial segment. Prior-period segment results have been restated to conform to these changes. See Note 12, “Segment Information,” for more details.

***Parking Revenue Presentation***

Our Parking business operates certain parking facilities under a managed location arrangement, whereby we manage the underlying parking facility for the owner in exchange for a management fee. For these arrangements, we pass through revenues and expenses from managed locations to the facility owner under the terms and conditions of the contract. We report revenues and expenses, in equal amounts, for reimbursed costs from our managed locations. Such amounts totaled \$75.1 million and \$77.1 million for the three months ended April 30, 2015 and 2014, respectively, and \$152.1 million and \$153.4 million for the six months ended April 30, 2015 and 2014, respectively.

### 3. NET INCOME PER COMMON SHARE

#### Basic and Diluted Net Income Per Common Share Calculations

	Three Months Ended April 30,		Six Months Ended April 30,	
	2015	2014	2015	2014
<i>(in millions, except per share amounts)</i>				
Net income	\$ 18.3	\$ 15.2	\$ 36.0	\$ 28.3
Weighted-average common and common equivalent shares outstanding—Basic	56.8	56.1	56.6	55.9
Effect of dilutive securities:				
Restricted stock units	0.4	0.4	0.3	0.5
Stock options	0.3	0.4	0.3	0.4
Performance shares	0.1	0.1	0.2	0.2
Weighted-average common and common equivalent shares outstanding—Diluted	57.6	57.0	57.4	57.0
Net income per common share				
Basic	\$ 0.32	\$ 0.27	\$ 0.64	\$ 0.51
Diluted	\$ 0.32	\$ 0.27	\$ 0.63	\$ 0.50

Outstanding stock awards issued under share-based compensation plans that were considered anti-dilutive for the three and six months ended April 30, 2015 were 0.1 million and 0.2 million, respectively, and 0.2 million for each of the three and six month periods ended April 30, 2014.

### 4. ACQUISITIONS

During fiscal 2014, we completed acquisitions for an aggregate purchase price of \$53.0 million, which includes \$3.3 million of contingent consideration. There were no material purchase price allocation adjustments recognized in the current period related to business combinations that occurred in the prior year. Pro forma and other supplemental financial information is not presented, as these acquisitions are not considered material business combinations individually or on a combined basis.

## 5. FAIR VALUE OF FINANCIAL INSTRUMENTS

### Fair Value Hierarchy of Our Financial Instruments

<i>(in millions)</i>	Fair Value Hierarchy	April 30, 2015		October 31, 2014	
		Fair Value			
<b>Financial assets measured at fair value on a recurring basis</b>					
Assets held in funded deferred compensation plan <sup>(1)</sup>	1	\$	5.3	\$	5.4
Investments in auction rate securities <sup>(2)</sup>	3		12.9		13.0
			18.2		18.4
<b>Other select financial assets</b>					
Cash and cash equivalents <sup>(3)</sup>	1		30.4		36.7
Insurance deposits <sup>(4)</sup>	1		11.4		11.5
			41.8		48.2
<b>Total</b>		\$	60.0	\$	66.6
<b>Financial liabilities measured at fair value on a recurring basis</b>					
Interest rate swaps <sup>(5)</sup>	2	\$	0.2	\$	0.2
Contingent consideration liability <sup>(6)</sup>	3		1.4		1.4
			1.6		1.6
<b>Other select financial liability</b>					
Line of credit <sup>(7)</sup>	2		307.0		319.8
<b>Total</b>		\$	308.6	\$	321.4

(1) Represents investments held in a Rabbi trust associated with one of our deferred compensation plans, which we include in "Other assets" on the accompanying unaudited consolidated balance sheets. The fair value of the assets held in the funded deferred compensation plan is based on quoted market prices.

(2) For investments in auction rate securities, the fair values are based on discounted cash flow valuation models, primarily utilizing unobservable inputs, which we include in "Other investments" on the accompanying unaudited consolidated balance sheets. See Note 6, "Auction Rate Securities," for further information.

(3) Cash and cash equivalents are stated at nominal value, which equals fair value.

(4) Represents restricted insurance deposits that are used to collateralize our insurance obligations and are stated at nominal value, which equals fair value. These insurance deposits are included in "Other assets" on the accompanying unaudited consolidated balance sheets. See Note 7, "Insurance," for further information.

(5) Represents interest rate swap derivatives designated as cash flow hedges. The fair values of the interest rate swaps are estimated based on the present value of the difference between expected cash flows calculated at the contracted interest rates and the expected cash flows at current market interest rates using observable benchmarks for LIBOR forward rates at the end of the period. The fair values of the interest rate swap liabilities were included in "Other accrued liabilities" on the accompanying unaudited consolidated balance sheets. See Note 8, "Line of Credit," for more information.

(6) Our contingent consideration liability was incurred in connection with an acquisition made in 2013. The contingent consideration liability is measured at fair value and is included in "Other liabilities" on the accompanying unaudited consolidated balance sheets. The fair value is based on a pre-defined forecasted adjusted income from operations using a probability weighted income approach and is discounted using our fixed borrowing rate.

(7) Represents outstanding borrowings under our syndicated line of credit. Due to variable interest rates, the carrying value of outstanding borrowings under our line of credit approximates the fair value. See Note 8, "Line of Credit," for further information.

Our non-financial assets, which include goodwill and long-lived assets held and used, are not required to be measured at fair value on a recurring basis. However, if certain trigger events occur, or if an annual impairment test is required, we would evaluate the non-financial assets for impairment. If an impairment were to occur, the asset would be recorded at the estimated fair value, which is generally determined using discounted future cash flows.

During the six months ended April 30, 2015, we had no transfers of assets or liabilities between any of the above hierarchy levels.

## 6. AUCTION RATE SECURITIES

At each of April 30, 2015 and October 31, 2014, we held investments in auction rate securities from three different issuers having an aggregate original principal amount of \$15.0 million and an amortized cost basis of \$13.0 million. Our auction rate securities are debt instruments with stated maturities ranging from 2033 to 2050, for which the interest rate is designed to be reset through Dutch auctions approximately every thirty days. Auctions for these securities have not occurred since August 2007. We have classified all our auction rate security investments as noncurrent, as we do not reasonably expect to liquidate the securities for cash within the next twelve months.

At April 30, 2015 and October 31, 2014, the fair values of these securities were \$12.9 million and \$13.0 million, respectively. At April 30, 2015, one of our auction rate securities, with a fair value of \$2.9 million, had an unrealized loss position of \$0.1 million for less than twelve months, which was included in accumulated other comprehensive loss ("AOCL"). At October 31, 2014, there were no unrealized gains or losses included in AOCL. The total amount of other-than-temporary impairment credit loss on our auction rate security investments included in our retained earnings as of April 30, 2015 and October 31, 2014 was \$2.0 million.

### Significant Assumptions Used to Determine the Fair Values of Our Auction Rate Securities

Assumption	April 30, 2015	October 31, 2014
Discount rates	L + 0.31% – L + 6.22%	L + 0.28% – L + 4.06%
Yields	2.15%, L + 2.00%	2.15%, L + 2.00%
Average expected lives	4 – 10 years	4 – 10 years

L – One Month LIBOR

## 7. INSURANCE

We use a combination of insured and self-insurance programs to cover workers' compensation, general liability, automotive, property damage, and other insurable risks. For the majority of these insurance programs, we retain the initial \$1.0 million of exposure on a per-claim basis either through deductibles or self-insured retentions. Beyond the retained exposures, we have varying primary policy limits between \$1.0 million and \$5.0 million per occurrence. To cover general liability losses above these primary limits, we maintain commercial insurance umbrella policies that provide aggregate limits of \$200.0 million. Our insurance policies generally cover workers' compensation losses to the full extent of statutory requirements. Additionally, to cover property damage risks above our retained limits, we maintain policies that provide limits of \$75.0 million.

The adequacy of workers' compensation, general liability, automotive, and property damage insurance claims reserves is based upon actuarial estimates of required reserves considering the most recently completed actuarial reports in 2014. Actuarial reports are expected to be completed for our significant programs using recent claims data and may result in adjustments to earnings during the third and fourth quarters of 2015.

We are also self-insured for certain employee medical and dental plans. We retain up to \$0.4 million of exposure on a per-participant per-year basis with respect to claims under our medical plan. During the three months ended April 30, 2015, actuarial evaluations were completed for our medical and dental plans for the calendar year ended December 31, 2014. The results of the actuarial evaluations indicated a higher than expected incurred but not reported liability for medical and dental claims. As a result, we increased our reserves by \$3.0 million during the three months ended April 30, 2015, which was recorded as part of Corporate expenses.

We had insurance claim reserves totaling \$343.9 million and \$349.7 million at April 30, 2015 and October 31, 2014, respectively. The balances at April 30, 2015 and October 31, 2014 include \$7.7 million and \$4.8 million in reserves, respectively, related to our medical and dental self-insured plans. We also had insurance recoverables,

which we include in “Other current assets” and “Other assets” on the accompanying unaudited consolidated balance sheets, totaling \$66.5 million and \$66.4 million at April 30, 2015 and October 31, 2014, respectively.

### Instruments Used to Collateralize Our Insurance Obligations

<i>(in millions)</i>	April 30, 2015	October 31, 2014
Standby letters of credit	\$ 108.6	\$ 111.1
Surety bonds	52.3	52.5
Restricted insurance deposits	11.4	11.5
Total	<u>\$ 172.3</u>	<u>\$ 175.1</u>

### 8. LINE OF CREDIT

On November 30, 2010, we entered into a five-year syndicated credit agreement pursuant to which we obtained an unsecured revolving credit facility (the “Facility”). This five-year syndicated credit agreement, as amended from time to time, is referred to as the “Credit Agreement.” The aggregate amount of the Facility under the Credit Agreement is \$800.0 million, and the maturity date of the Facility is December 11, 2018. At our option, we may increase the size of the Facility to \$1.0 billion at any time prior to the expiration date (subject to receipt of commitments for the increased amount from existing and new lenders).

Borrowings under the Facility bear interest at a rate equal to an applicable margin plus, at our option, either a (i) eurodollar rate (generally LIBOR) or (ii) base rate determined by reference to the highest of (1) the federal funds rate plus 0.50%, (2) the prime rate published by Bank of America, N.A. from time to time, and (3) the eurodollar rate plus 1.00%. The applicable margin is a percentage per annum varying from zero to 0.75% for base rate loans and 1.00% to 1.75% for eurodollar loans, based upon our leverage ratio.

We also pay a commitment fee, based on the leverage ratio, payable quarterly in arrears, ranging from 0.200% to 0.275% on the average daily unused portion of the Facility. For purposes of this calculation, irrevocable standby letters of credit, which are issued primarily in conjunction with our insurance programs, and cash borrowings are included as outstanding under the Facility.

The Credit Agreement contains certain leverage and liquidity covenants that require us to maintain a maximum leverage ratio of 3.25 to 1.0 at the end of each fiscal quarter (except as described below), a minimum fixed charge coverage ratio of 1.50 to 1.0 at any time, and a consolidated net worth in an amount not less than the sum of (i) \$570.0 million, (ii) 50% of our consolidated net income (with no deduction for net loss), and (iii) 100% of our aggregate increases in stockholders’ equity beginning on November 30, 2010. In the event of a material acquisition, as defined in the Credit Agreement, we may elect to increase the leverage ratio to 3.50 to 1.0 for a total of four fiscal quarters. We were in compliance with these covenants as of April 30, 2015.

If an event of default occurs under the Credit Agreement, including certain cross-defaults, insolvency, change in control, or violation of specific covenants, among others, the lenders can terminate or suspend our access to the Facility, declare all amounts outstanding under the Facility (including all accrued interest and unpaid fees) to be immediately due and payable, and require that we cash collateralize the outstanding standby letters of credit obligations.

The Facility is available for working capital, the issuance of up to \$300.0 million for standby letters of credit, the issuance of up to \$50.0 million in swing line advances, the financing of capital expenditures, and other general corporate purposes, including acquisitions and investments in subsidiaries, subject to certain limitations, where applicable, as set forth in the Credit Agreement. At April 30, 2015, the total outstanding amounts under the Facility in the form of cash borrowings and standby letters of credit were \$307.0 million and \$116.1 million, respectively. At October 31, 2014, the total outstanding amounts under the Facility in the form of cash borrowings and standby letters of credit were \$319.8 million and \$114.9 million, respectively.

At April 30, 2015 and October 31, 2014, we had up to \$376.9 million and \$365.3 million borrowing capacity, respectively, under the Facility, the availability of which was subject to, and limited by, compliance with the covenants described above.

## **Interest Rate Swaps**

During 2013, we entered into a series of interest rate swap agreements with effective start dates of March 18, 2013 and April 11, 2013, totaling an underlying aggregate notional amount of \$155.0 million, pursuant to which we receive variable interest payments based on LIBOR and pay fixed interest at rates ranging from 0.44% to 0.47%. These interest rate swaps will mature between March 18, 2016 and April 11, 2016 and are structured to hedge the interest rate risk associated with our floating-rate, LIBOR-based borrowings under our Facility. The swaps were designated and accounted for as cash flow hedges from inception.

We recognize all interest rate swaps on the accompanying unaudited consolidated balance sheets at fair value. The fair values of the interest rate swaps are estimated based on the present value of the difference between expected cash flows calculated at the contracted interest rates and the expected cash flows at current market interest rates using observable benchmarks for LIBOR forward rates at the end of the period. See Note 5, "Fair Value of Financial Instruments," for more information.

Each of the swap derivatives is designated as a cash flow hedge, and the effective portion of the derivative's mark-to-market gain or loss is initially reported as a component of AOCL and subsequently reclassified into earnings when the hedged transactions occur and affect earnings. The ineffective portion of the gain or loss is reported in earnings immediately. Interest payables and receivables under the swap agreements are accrued and recorded as adjustments to interest expense.

At each of April 30, 2015 and October 31, 2014, the amount recorded in AOCL was \$0.2 million (\$0.1 million, net of taxes). At April 30, 2015, the amount expected to be reclassified from AOCL to earnings during the next twelve months was \$0.2 million.

## **9. COMMITMENTS AND CONTINGENCIES**

### **Surety Bonds and Letters of Credit**

We use surety bonds and letters of credit to secure certain commitments related to insurance programs and for other purposes. As of April 30, 2015, these surety bonds and letters of credit totaled approximately \$354.0 million and \$116.1 million, respectively. Included in the total amount of surety bonds is \$12.4 million of bonds with an effective date starting after April 30, 2015.

### **Guarantees**

In some instances, we offer certain clients guaranteed energy savings under certain energy savings contracts. Total guarantees at April 30, 2015 and October 31, 2014 were \$26.0 million and \$31.7 million, respectively, and extend through 2029. We accrue for the estimated cost of guarantees when it is probable that a liability has been incurred and the amount can be reasonably estimated. Historically, we have not incurred any losses in connection with these guarantees.

In connection with an unconsolidated joint venture in which one of our subsidiaries has a 33% ownership interest, that subsidiary, and the other joint venture partners, have each jointly and severally guaranteed the obligations of the joint venture to perform under certain contracts extending through 2018. Annual revenues relating to the underlying contracts are approximately \$35.0 million. Should the joint venture be unable to perform under these contracts, the joint venture partners would be liable for any losses incurred by the customer due to the failure to perform.

### **Legal Matters**

We are a party to a variety of actions, proceedings, and legal, administrative, and other inquiries arising in the normal course of business relating to labor and employment, contracts, personal injury, and other matters, some of which allege substantial monetary damages. Some of these actions may be brought as a class action on behalf of a purported class of employees. Litigation outcomes are difficult to predict and are often resolved over long periods of time. Estimating probable losses requires the analysis of multiple possible outcomes that often depends on judgments about potential actions by third parties.

At April 30, 2015, the total amount accrued for all probable litigation losses where a reasonable estimate of the loss could be made was \$3.5 million. This \$3.5 million includes the accrual of \$2.3 million in connection with a settlement relating to a case alleging certain wage and hour violations.

We do not accrue for contingent losses that, in our judgment, are considered to be reasonably possible but not probable. Estimating reasonably possible losses also requires the analysis of multiple possible outcomes that often depends on judgments about potential actions by third parties. Our management currently estimates that the range of loss for all reasonably possible losses for which an estimate can be made is between zero and \$8.1 million. Factors underlying this estimated range of loss may change from time to time, and actual results may vary significantly from this estimate.

In some cases, although a loss is probable or reasonably possible, we cannot reasonably estimate the maximum potential losses for probable matters or the range of losses for reasonably possible matters. Therefore, our accrual for probable losses and our estimated range of loss for reasonably possible losses do not represent our maximum possible exposure.

While the results of these proceedings, claims, and inquiries cannot be predicted with any certainty, our management believes that the final outcome of these matters will not have a material adverse effect on our consolidated financial statements, results of operations, or cash flows.

### **Certain Legal Proceedings**

Certain pending lawsuits to which we are a party are discussed below. In determining whether to include any particular lawsuit or other proceeding, we consider both quantitative and qualitative factors, including, but not limited to: the amount of damages and the nature of any other relief sought in the proceeding; if such damages and other relief are specified, our view of the merits of the claims; whether the action purports to be a class action, and our view of the likelihood that a class will be certified by the court; the jurisdiction in which the proceeding is pending; and the potential impact of the proceeding on our reputation.

#### *The Consolidated Cases of Augustus, Hall and Davis v. American Commercial Security Services, filed July 12, 2005, in the Superior Court of California, Los Angeles County (the "Augustus case")*

The Augustus case is a certified class action involving allegations that we violated certain California state laws relating to rest breaks. The case centers around whether requiring security guards to remain on call during rest breaks violated Section 226.7 of the California Labor Code. On February 8, 2012, the plaintiffs filed a motion for summary judgment on the rest break claim, and on July 31, 2012, the Superior Court of California, Los Angeles County (the "Superior Court"), entered judgment in favor of plaintiffs in the amount of approximately \$89.7 million. Subsequently, the Superior Court also awarded plaintiffs' attorneys' fees of approximately \$4.5 million in addition to approximately 30% of the \$89.7 million common fund. We appealed the Superior Court's rulings to the Court of Appeals of the State of California, Second Appellate District (the "Appeals Court"). On December 31, 2014, the Appeals Court issued its opinion, reversing the judgment in favor of the plaintiffs and vacating the award of \$89.7 million in damages and the attorneys' fees award. Plaintiffs requested rehearing of the Appeals Court's decision to reverse the judgment in favor of plaintiffs and vacate the damages award. On January 29, 2015, the Appeals Court denied the plaintiffs' request for rehearing, modified its December 31, 2014 opinion, and certified the opinion for publication. The Appeals Court opinion held that "on-call rest breaks are permissible" and remaining on call during rest breaks does not render the rest breaks invalid under California law. The Appeals Court explained that "although on-call hours constitute 'hours worked,' remaining available to work is not the same as performing work.... Section 226.7 proscribes only work on a rest break." The plaintiffs filed a petition for review with the California Supreme Court on March 4, 2015, and on April 29, 2015, the California Supreme Court granted the plaintiffs' petition. No date has been set for oral argument. We expect that oral argument will not be scheduled before 2016. We believe that the Appeals Court correctly ruled in our favor, and we look forward to presenting our arguments to the California Supreme Court.

#### *Bojorquez v. ABM Industries Incorporated and ABM Janitorial Services-Northern California, Inc., filed on January 13, 2010, in the San Francisco Superior Court (the "Bojorquez case")*

We are a defendant in the Bojorquez case. Plaintiff brought suit for sexual harassment, retaliation, and failure to prevent harassment and discrimination. On May 17, 2012, a jury awarded the plaintiff approximately \$0.8 million in damages. We have appealed this decision. On April 11, 2013, the San Francisco Superior Court awarded plaintiff attorneys' fees in the amount of \$2.5 million. If we prevail in our appeal of the jury's verdict, the Court's award of plaintiff's attorneys' fees will be reversed. Oral argument relating to the appeal took place before the State of California Court of Appeal, First Appellate District, on May 14, 2015, and we expect to receive the decision of the appellate court within 90 days of oral argument.

The Bucio case is a purported class action involving allegations that we failed to track work time and provide breaks. On April 19, 2011, the trial court held a hearing on plaintiffs' motion to certify the class. At the conclusion of that hearing, the trial court denied plaintiffs' motion to certify the class. On May 11, 2011, the plaintiffs filed a motion to reconsider, which was denied. The plaintiffs have appealed the class certification issues. The trial court stayed the underlying lawsuit pending the decision in the appeal. On August 30, 2012, the plaintiffs filed their appellate brief on the class certification issues. We filed our responsive brief on November 15, 2012. Oral argument relating to the appeal has not been scheduled.

We expect to prevail in these ongoing cases. However, as litigation is inherently unpredictable, there can be no assurance in this regard. If the plaintiffs in one or more of these cases, or other cases, do prevail, the results may have a material effect on our financial position, results of operations, or cash flows.

#### **Other**

During October 2011, we began an internal investigation into matters relating to compliance with the U.S. Foreign Corrupt Practices Act and our internal policies in connection with services provided by a foreign entity affiliated with a former joint venture partner of The Linc Group, LLC ("Linc"). Such services commenced prior to the acquisition of Linc. As a result of the investigation, we caused Linc to terminate its association with the arrangement. In December 2011, we contacted the U.S. Department of Justice and the SEC to voluntarily disclose the results of our internal investigation to date, and we are cooperating with the government's investigation. We cannot reasonably estimate the potential liability, if any, related to these matters. However, based on the facts currently known, we do not believe that these matters will have a material adverse effect on our business, financial condition, results of operations, or cash flows.

### **10. COMMON STOCK**

On September 5, 2012, our Board of Directors approved a share repurchase program authorizing up to \$50.0 million in share repurchases. During 2015, we entered into transactions to purchase 0.3 million shares of our common stock at an average price of \$31.92 per share for a total of \$10.0 million, of which \$2.1 million were settled subsequent to the three months ended April 30, 2015. After these purchases, we had \$20.0 million remaining under our share repurchase program. Any repurchased shares are retired and returned to an authorized but unissued status.

### **11. INCOME TAXES**

The quarterly provision for income taxes is calculated using an estimated annual effective income tax rate, adjusted for discrete items that occur during the reporting period. The effective tax rates for the three and six months ended April 30, 2015 were 40.0% and 25.8%, respectively, as compared to 42.4% for each of the three and six month periods ended April 30, 2014. The effective tax rate for the six months ended April 30, 2015 was lower than the rate for the six months ended April 30, 2014 primarily due to the retroactive reinstatement of the Work Opportunity Tax Credit for calendar year 2014, which resulted in additional credits of \$4.8 million as well as state employment-based tax credits of \$2.5 million.



## 12. SEGMENT INFORMATION

Our reportable segments consist of: Janitorial, Facility Services, Parking, Security, Building & Energy Solutions, and Other. The accounting policies for our segments are the same as those disclosed within our significant accounting policies in Note 2, "Basis of Presentation and Significant Accounting Policies." Our management evaluates the performance of each reportable segment based on its respective operating profit results, which include the allocation of certain centrally incurred costs. Corporate expenses not allocated to segments include:

- certain CEO, finance, and human resource departmental costs;
- certain information technology costs;
- share-based compensation costs;
- certain legal costs and settlements;
- certain adjustments resulting from current actuarial developments of self-insurance reserves; and
- direct acquisition costs.

Effective in the first quarter of 2015, we reallocated certain costs from our Janitorial segment to our Facility Services, Parking, and Security segments to better reflect certain overhead support functions on the operations of our Onsite Services businesses. Such reallocated costs were previously recorded within our Janitorial segment. The impact of these changes on the reported operating profit for the three months ended April 30, 2014 was an increase of \$1.0 million to our Janitorial segment and decreases of \$0.4 million to each of our Facility Services and Parking segments and \$0.2 million to our Security segment. The impact of these changes on the reported operating profit for the six months ended April 30, 2014 was an increase of \$2.2 million to our Janitorial segment and decreases of \$0.8 million, \$0.9 million, and \$0.5 million to our Facility Services, Parking, and Security segments, respectively. Prior-period segment results have been restated to conform to these changes.

## Financial Information for Each Reportable Segment

<i>(in millions)</i>	Three Months Ended April 30,		Six Months Ended April 30,	
	2015	2014	2015	2014
<b>Revenues:</b>				
Janitorial	\$ 659.5	\$ 631.7	\$ 1,325.5	\$ 1,268.8
Facility Services	145.8	149.5	302.0	301.2
Parking	153.5	152.6	309.2	302.9
Security	93.7	93.8	188.6	193.5
Building & Energy Solutions	121.5	118.5	240.9	220.6
Other	96.1	85.2	193.3	170.8
	<u>\$ 1,270.1</u>	<u>\$ 1,231.3</u>	<u>\$ 2,559.5</u>	<u>\$ 2,457.8</u>
<b>Operating profit:</b>				
Janitorial	\$ 39.9	\$ 37.2	\$ 74.8	\$ 67.5
Facility Services	6.6	5.0	12.5	10.1
Parking	6.7	6.0	13.2	11.2
Security	2.6	2.0	4.5	4.3
Building & Energy Solutions	3.2	3.5	4.4	6.2
Other	3.0	2.4	5.6	4.3
Corporate	(29.0)	(27.0)	(61.3)	(49.1)
Adjustment for income from unconsolidated affiliates, net, included in Building & Energy Solutions	(2.2)	(1.2)	(3.7)	(2.7)
	<u>30.8</u>	<u>27.9</u>	<u>50.0</u>	<u>51.8</u>
<b>Income from unconsolidated affiliates, net</b>	2.2	1.2	3.7	2.7
<b>Interest expense</b>	(2.5)	(2.7)	(5.2)	(5.4)
<b>Income before income taxes</b>	<u>\$ 30.5</u>	<u>\$ 26.4</u>	<u>\$ 48.5</u>	<u>\$ 49.1</u>

### 13. SUBSEQUENT EVENTS

Effective May 1, 2015, we acquired certain assets and assumed certain liabilities of CTS Services/Facility Support Services, a provider of HVAC service and energy solutions in government, commercial, and industrial buildings, for a purchase price of \$20.0 million, subject to post-closing adjustments. The purchase price includes up to \$3.8 million of contingent consideration that is subject to the achievement of certain revenue metrics, as defined. This acquisition will be accounted for under the acquisition method of accounting. The accounting for this acquisition was incomplete at the time the Financial Statements were issued.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") is intended to facilitate an understanding of the results of operations and financial condition of ABM Industries Incorporated and its consolidated subsidiaries (hereinafter collectively referred to as "ABM," "we," "us," "our," or the "Company"). This MD&A is provided as a supplement to, and should be read in conjunction with, our unaudited consolidated financial statements and the accompanying notes ("Financial Statements") and our Annual Report on Form 10-K for the year ended October 31, 2014 ("Annual Report"), which has been filed with the Securities and Exchange Commission ("SEC"). This MD&A contains forward-looking statements about our business, operations, and industry that involve risks and uncertainties, such as statements regarding our plans, objectives, expectations, and intentions. Our future results and financial condition may differ materially from those we currently anticipate. See "Forward-Looking Statements." Unless otherwise noted, all information in the MD&A and references to years are based on our fiscal year, which ends on October 31. Our MD&A is comprised of the following sections:

- Business Overview
- Results of Operations
- Liquidity and Capital Resources
- Contingencies
- Critical Accounting Policies and Estimates
- Recent Accounting Pronouncements

### **Business Overview**

ABM is a leading provider of end-to-end integrated facility solutions to thousands of commercial, industrial, institutional, retail, residential, and governmental facilities located primarily throughout the United States. Our comprehensive capabilities include expansive facility solutions, energy solutions, commercial cleaning, maintenance and repair, HVAC, electrical, landscaping, parking, security, and commercial aviation support services, which we provide through stand-alone or integrated solutions.

### **Strategy**

We are making investments in technology, human capital, marketing and sales initiatives, and acquisitions, as well as other areas, to strengthen our position as a leader in integrated facility services, further enabling us to provide end-to-end solutions for the markets we serve. We expect to achieve long-term earnings growth through organic revenue growth and strategic acquisitions while maintaining desirable profit margins and managing our overall costs.

Our strategy is to continue the development of end-to-end solutions for clients through our onsite and mobile operations, which include services to certain vertical markets. In 2013, we further aligned our infrastructure and operations by integrating our Janitorial, Facility Services, Parking, and Security segments under the Onsite Services business. The realignment was designed to continue to improve our long-term growth prospects and provide higher margin opportunities through better delivery of end-to-end services to clients.

Our realignment initiatives are also designed to result in greater synergies from our acquisitions, achieve further integration among our Onsite Services businesses, and decrease operating expenses by streamlining functions and reducing organizational layers. Since the beginning of this realignment in 2013, we have realized \$12.7 million in savings from these initiatives, which are substantially complete. These initiatives focused on streamlining of redundant management positions, back office efficiencies, and office consolidations in key markets.

Additionally, in connection with this realignment, we enhanced our risk management and safety programs during 2014 by (i) implementing a unified safety program to increase emphasis on loss prevention, (ii) targeting return-to-work initiatives, (iii) making structural changes to our risk management staffing model to ensure that our risk philosophy is implemented and consistently maintained enterprise-wide, (iv) improving our claims management process, and (v) targeting initiatives to reduce related legal expenditures. As a result of these enhancements, we have experienced numerous benefits, such as improvement in our average cost of claims and number of lost time cases. Consequently, in connection with our annual actuarial evaluations performed for the majority of our casualty insurance programs in the third quarter of 2014, we recorded a cumulative adjustment of \$6.2 million for the six months ended April 30, 2014 to reduce our insurance expense to reflect the favorable developments resulting from these initiatives.

In 2015, insurance claims reserves are based upon actuarial estimates of required reserves based upon actuarial reports completed in the third quarter of 2014. Actuarial reports are expected to be completed for our significant programs during the third and fourth quarters of 2015 using recent claims data. During the six months ended April 30, 2015, we have observed unfavorable developments in certain programs for years prior to 2014 which may result in an increase to our insurance reserves in the third and fourth quarters of 2015 as the updated actuarial reports are completed.

In the first quarter of 2015, we formed a wholly-owned captive insurance company ("IFM Assurance Company"). The formation of IFM Assurance Company is part of our enterprise-wide, multi-year insurance strategy that is intended to better position ABM's risk and safety programs and should provide ABM with increased flexibility in the end-to-end management of its insurance programs. In the second quarter of 2015, we funded IFM Assurance Company with an initial cash contribution of \$12.0 million. IFM Assurance Company began providing coverage to us as of January 1, 2015. In 2015, we expect that cash tax savings related to coverage provided by IFM Assurance Company will range between \$15.0 million and \$20.0 million.

Due to ABM's contracts with the U.S. Government, the timing of congressional approval of the annual federal budget will continue to have an impact on our operations. In addition, we continually monitor and assess the potential impact of U.S. Government policy and strategy changes on our business. While the volume of bid activity and requests for proposals for future awards remain active, our business has experienced, and will continue to experience, delays in new U.S. Government contract awards and in the start dates of currently awarded contracts, early termination of existing contracts, and reversals of contract awards based on protests.

## Our Segments and Their Activities

Our reportable segments consist of: Janitorial, Facility Services, Parking, Security, Building & Energy Solutions, and Other.

<b>Segment</b>	<b>Activities</b>
Janitorial	Provides a wide range of essential janitorial services for a variety of facilities, including commercial office buildings, educational institutions, government buildings, health facilities, industrial buildings, retail stores, shopping centers, stadiums and arenas, airports and other transportation centers, and warehouses.
Facility Services	Provides onsite mechanical engineering and technical services and solutions for facilities and infrastructure systems for a variety of facilities, including commercial office buildings and infrastructure, data centers, educational institutions, high technology manufacturing facilities, museums, resorts, airports and other transportation centers, and shopping centers.
Parking	Provides parking and transportation services for clients at many facilities, including commercial office buildings, airports and other transportation centers, educational institutions, health facilities, hotels, municipalities, retail centers, and stadiums and arenas.
Security	Provides security services for clients in a wide range of facilities, including commercial office buildings and commercial, health, industrial, petro-chemical, residential, and retail facilities. Security services include security staffing, mobile patrol services, investigative services, electronic monitoring of fire and life safety systems and of access control devices, and security consulting services.
Building & Energy Solutions	<p>Provides custom energy solutions, HVAC, electrical, lighting and other general maintenance and repair services. These services include preventative maintenance, retro-commissioning, installations, retrofits and upgrades, environmental services, systems start-ups, performance testing, energy audits, mechanical and energy efficient products and solutions, and bundled energy solutions that include energy savings performance contracts for a wide variety of clients in both the private and public sectors. This segment also provides services for healthcare clients, including facility management, environmental services, food and nutrition services, and clinical technology management.</p> <p>This segment also provides support to U.S. Government entities for specialty service solutions, such as military base operations, public works departments, leadership development, education and training, energy efficiency management, healthcare support services, and construction management. Our franchised operations under the Linc Network, TEGG, CurrentSAFE, and GreenHomes America brands are also included in this segment. Franchised operations provide mechanical and electrical preventive and predictive maintenance solutions, and, in the case of GreenHomes, home energy efficiency solutions.</p>
Other	Provides facility solutions to clients in our aviation vertical related to passenger assistance, including wheelchair operations, aircraft cabin cleaning, janitorial services, shuttle bus operations, and access control.

## **Financial and Operating Summary**

- Revenues increased by \$38.8 million during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. The increase in revenues was primarily attributable to \$22.9 million in growth from acquisitions and to organic growth due to additional revenues from net new business and increased scope of work from existing clients.
- Operating profit increased by \$2.9 million during the three months ended April 30, 2015 as compared to the three months ended April 30, 2014. The increase in operating profit was primarily attributable to:
  - contributions from acquisitions and organic growth;
  - enhancements to our risk management and safety programs in 2014 that continue to favorably impact our insurance expense in 2015;
  - the absence of an accrual for an unfavorable arbitration decision against us in the prior year quarter relating to a contract dispute with a third-party administrator; and
  - operational efficiencies resulting in a gain from a property sale.

The increase in operating profit was partially offset by:

- an increase in compensation and related expenses primarily as a result of the hiring of additional personnel to support growth initiatives throughout the organization and the addition of certain IT positions since the prior year;
  - higher payroll and related expenses as a result of one more working day during the quarter ended April 30, 2015; and
  - a year-over-year increase in medical and dental expense as a result of actuarial valuations completed in the three months ended April 30, 2015.
- Our net cash provided by operating activities was \$39.0 million during the six months ended April 30, 2015.
  - Dividends of \$17.9 million were paid to shareholders and dividends totaling \$0.320 per common share were declared during the six months ended April 30, 2015.
  - At April 30, 2015, total outstanding borrowings under our line of credit were \$307.0 million, and we had up to \$376.9 million borrowing capacity under our line of credit, subject to covenant restrictions.
  - During 2015, we entered into transactions to purchase 0.3 million shares of our common stock at an average price of \$31.92 per share for a total of \$10.0 million, of which \$2.1 million were settled subsequent to the three months ended April 30, 2015.

## Results of Operations

Three Months Ended April 30, 2015 Compared with the Three Months Ended April 30, 2014

### Consolidated

(\$ in millions)	Three Months Ended April 30,		Increase / (Decrease)	
	2015	2014		
<b>Revenues</b>	\$ 1,270.1	\$ 1,231.3	\$ 38.8	3.2%
<b>Expenses</b>				
Operating	1,139.2	1,103.4	35.8	3.2%
<i>Gross margin as a % of revenues</i>	10.3%	10.4%	(0.1)%	
Selling, general and administrative	94.1	93.3	0.8	0.9%
Amortization of intangible assets	6.0	6.7	(0.7)	(10.4)%
<b>Total expenses</b>	<b>1,239.3</b>	<b>1,203.4</b>	<b>35.9</b>	<b>3.0%</b>
Operating profit	30.8	27.9	2.9	10.4%
Income from unconsolidated affiliates, net	2.2	1.2	1.0	83.3%
Interest expense	(2.5)	(2.7)	0.2	7.4%
Income before income taxes	30.5	26.4	4.1	15.5%
Provision for income taxes	(12.2)	(11.2)	(1.0)	(8.9)%
<b>Net income</b>	<b>\$ 18.3</b>	<b>\$ 15.2</b>	<b>\$ 3.1</b>	<b>20.4%</b>

### Revenues

Revenues increased by \$38.8 million, or 3.2%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. The increase in revenues was primarily attributable to \$22.9 million in growth from acquisitions and to organic growth due to additional revenues from net new business and increased scope of work from existing clients.

### Operating Expenses

Operating expenses increased by \$35.8 million, or 3.2%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. As a percentage of revenues, gross margin decreased by 0.1% to 10.3% in the three months ended April 30, 2015 from 10.4% in the three months ended April 30, 2014. The decrease in gross margin was primarily attributable to higher payroll and related expenses as a result of one more working day during the quarter ended April 30, 2015 and higher operating expenses related to non-recurring operational issues at certain clients. This decrease was partially offset by enhancements to our risk management and safety programs in 2014 that continue to favorably impact our insurance expense in 2015 and by the positive impact of the termination of certain lower margin contracts.

### Selling, General and Administrative Expenses

Selling, general and administrative expenses increased by \$0.8 million, or 0.9%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. The increase in selling, general and administrative expenses was primarily related to:

- a \$3.8 million increase in compensation and related expenses primarily as a result of the hiring of additional personnel to support growth initiatives throughout the organization and the addition of certain IT positions since the prior year;
- a \$3.0 million year-over-year increase in medical and dental expense as a result of actuarial valuations completed in the three months ended April 30, 2015;
- a \$1.4 million increase in severance expense related to the departure of our former CFO, net of the reversal of share-based compensation;
- a \$0.9 million increase in maintenance and depreciation expense related to technology investments made in 2014; and

- a \$0.7 million increase in share-based compensation expense, excluding the reversal of certain previously expensed amounts related to the departure of our former CFO, that was due to the recognition of higher expense relating to awards granted in 2014 and 2015, as compared to awards granted in 2010, 2011, 2012, and 2013.

This increase was partially offset by:

- the absence of a \$3.4 million accrual for an unfavorable arbitration decision against us in the prior year quarter relating to a contract dispute with a third-party administrator;
- a \$1.5 million decrease in bad debt expense as a result of improved collections of client receivables across our businesses;
- operational efficiencies resulting in a \$1.4 million gain from a property sale;
- a \$1.4 million decrease in costs associated with our re-branding initiative; and
- a \$0.9 million decrease in restructuring costs associated with the realignment of our operational structure.

#### ***Amortization of Intangible Assets***

Amortization of intangible assets decreased by \$0.7 million, or 10.4%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. This decrease was primarily related to intangible assets being amortized using the sum-of-the-years-digits method over their useful lives, which is consistent with the estimated useful life considerations used in determining their fair values and results in a declining amortization expense.

#### ***Income from Unconsolidated Affiliates, Net***

Income from unconsolidated affiliates, net, increased by \$1.0 million, or 83.3%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. The increase was primarily related to higher equity earnings from certain investments in unconsolidated affiliates that provide facility solutions principally to the U.S. Government and international clients.



## Segment Information

Effective in the first quarter of 2015, we reallocated certain costs from our Janitorial segment to our Facility Services, Parking, and Security segments to better reflect certain overhead support functions on the operations of our Onsite Services businesses. Such costs were previously recorded within our Janitorial segment. The impact of these changes on the reported operating profit for the three months ended April 30, 2014 was an increase of \$1.0 million to our Janitorial segment and decreases of \$0.4 million to each of our Facility Services and Parking segments and \$0.2 million to our Security segment. Prior-period segment results have been restated to conform to these changes.

## Financial Information for Each Reportable Segment

(\$ in millions)	Three Months Ended April 30,		Increase / (Decrease)	
	2015	2014		
<b>Revenues</b>				
Janitorial	\$ 659.5	\$ 631.7	\$ 27.8	4.4%
Facility Services	145.8	149.5	(3.7)	(2.5)%
Parking	153.5	152.6	0.9	0.6%
Security	93.7	93.8	(0.1)	(0.1)%
Building & Energy Solutions	121.5	118.5	3.0	2.5%
Other	96.1	85.2	10.9	12.8%
	<u>\$ 1,270.1</u>	<u>\$ 1,231.3</u>	<u>\$ 38.8</u>	<u>3.2%</u>
<b>Operating profit</b>				
Janitorial	\$ 39.9	\$ 37.2	\$ 2.7	7.3%
Operating profit as a % of revenues	6.1%	5.9%	0.2 %	
Facility Services	6.6	5.0	1.6	32.0%
Operating profit as a % of revenues	4.5%	3.3%	1.2 %	
Parking	6.7	6.0	0.7	11.7%
Operating profit as a % of revenues	4.4%	3.9%	0.5 %	
Security	2.6	2.0	0.6	30.0%
Operating profit as a % of revenues	2.8%	2.1%	0.7 %	
Building & Energy Solutions	3.2	3.5	(0.3)	(8.6)%
Operating profit as a % of revenues	2.6%	3.0%	(0.4)%	
Other	3.0	2.4	0.6	25.0%
Operating profit as a % of revenues	3.1%	2.8%	0.3 %	
Corporate	(29.0)	(27.0)	(2.0)	(7.4)%
Adjustment for income from unconsolidated affiliates, net, included in Building & Energy Solutions	(2.2)	(1.2)	(1.0)	(83.3)%
	<u>\$ 30.8</u>	<u>\$ 27.9</u>	<u>\$ 2.9</u>	<u>10.4%</u>

## Janitorial

(\$ in millions)	Three Months Ended April 30,		Increase	
	2015	2014		
Revenues	\$ 659.5	\$ 631.7	\$ 27.8	4.4%
Operating profit	39.9	37.2	2.7	7.3%
Operating profit as a % of revenues	6.1%	5.9%	0.2%	

Janitorial revenues increased by \$27.8 million, or 4.4%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. The increase was primarily attributable to \$17.8 million of additional revenues from an acquisition that occurred in October 2014, organic growth due to additional revenues from net new business, and additional tag work revenue.

Operating profit increased by \$2.7 million, or 7.3%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. Operating profit margins increased by 0.2% to 6.1% in the three months ended April 30, 2015 from 5.9% in the three months ended April 30, 2014. The increase in operating profit margins was primarily attributable to enhancements to our risk management and safety programs in 2014 that continue to favorably impact our insurance expense in 2015, the positive impact of the termination of a large multi-regional contract, and operational efficiencies resulting in a gain from a property sale. This increase was partially offset by higher payroll and related expenses as a result of one more working day during the quarter ended April 30, 2015 and higher compensation expense due to hiring additional personnel to support selling and safety initiatives.

### Facility Services

(\$ in millions)	Three Months Ended April 30,		Increase / (Decrease)	
	2015	2014		
Revenues	\$ 145.8	\$ 149.5	\$ (3.7)	(2.5)%
Operating profit	6.6	5.0	1.6	32.0%
Operating profit as a % of revenues	4.5%	3.3%	1.2%	

Facility Services revenues decreased by \$3.7 million, or 2.5%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. The decrease was primarily attributable to the termination of certain lower margin contracts that exceeded new business.

Operating profit increased by \$1.6 million, or 32.0%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. Operating profit margins increased by 1.2% to 4.5% in the three months ended April 30, 2015 from 3.3% in the three months ended April 30, 2014. The increase in operating profit margins was primarily attributable to the termination of certain lower margin contracts, enhancements to our risk management and safety programs in 2014 that continue to favorably impact our insurance expense in 2015, and lower legal costs.

### Parking

(\$ in millions)	Three Months Ended April 30,		Increase	
	2015	2014		
Revenues	\$ 153.5	\$ 152.6	\$ 0.9	0.6%
Operating profit	6.7	6.0	0.7	11.7%
Operating profit as a % of revenues	4.4%	3.9%	0.5%	

Management reimbursement revenues totaled \$75.1 million and \$77.1 million for the three months ended April 30, 2015 and 2014, respectively.

Parking revenues increased by \$0.9 million, or 0.6%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. The increase was primarily related to revenues from existing clients and net new business, partially offset by lower management reimbursement revenues.

Operating profit increased by \$0.7 million, or 11.7%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. Operating profit margins increased by 0.5% to 4.4% in the three months ended April 30, 2015 from 3.9% in the three months ended April 30, 2014. The increase in operating profit margins was primarily related to enhancements to our risk management and safety programs in 2014 that continue to favorably impact our insurance expense in 2015. This increase was partially offset by higher legal costs and the absence of a benefit related to the collection of previously reserved accounts receivable in the prior year quarter.

### Security

(\$ in millions)	Three Months Ended April 30,		Increase / (Decrease)	
	2015	2014		
Revenues	\$ 93.7	\$ 93.8	\$ (0.1)	(0.1)%
Operating profit	2.6	2.0	0.6	30.0%
Operating profit as a % of revenues	2.8%	2.1%	0.7%	

Security revenues decreased by \$0.1 million, or 0.1%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014.

Operating profit increased by \$0.6 million, or 30.0%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. Operating profit margins increased by 0.7% to 2.8% in the three months ended April 30, 2015 from 2.1% in the three months ended April 30, 2014. The increase in operating profit margins was primarily attributable to enhancements to our risk management and safety programs in 2014 that continue to favorably impact our insurance expense in 2015. This increase was partially offset by higher payroll and related costs resulting from increased overtime due to a tight labor market in certain geographical areas.

### **Building & Energy Solutions**

(\$ in millions)	Three Months Ended April 30,		Increase / (Decrease)	
	2015	2014		
Revenues	\$ 121.5	\$ 118.5	\$ 3.0	2.5%
Operating profit	3.2	3.5	(0.3)	(8.6)%
Operating profit as a % of revenues	2.6%	3.0%	(0.4)%	

Building & Energy Solutions revenues increased by \$3.0 million, or 2.5%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. This increase was primarily due to revenues from acquisitions that occurred in March 2014 and August 2014, which contributed \$5.1 million in revenues in the current quarter. Revenues also increased due to organic growth from healthcare services, partially offset by lower project revenue due to timing of awarded contracts.

Operating profit decreased by \$0.3 million, or 8.6%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. Operating profit margins decreased by 0.4% to 2.6% in the three months ended April 30, 2015 from 3.0% in the three months ended April 30, 2014. The decrease in operating profit margins was primarily driven by higher operating expenses related to non-recurring operational issues at certain healthcare clients and higher compensation expense due to hiring additional personnel to support selling initiatives. This decrease in operating profit margins was partially offset by higher equity earnings from certain investments in unconsolidated affiliates that provide facility solutions principally to the U.S. Government and international clients, and the recovery of certain contract acquisition costs.

### **Other**

(\$ in millions)	Three Months Ended April 30,		Increase	
	2015	2014		
Revenues	\$ 96.1	\$ 85.2	\$ 10.9	12.8%
Operating profit	3.0	2.4	0.6	25.0%
Operating profit as a % of revenues	3.1%	2.8%	0.3%	

Revenues from our Other segment increased by \$10.9 million, or 12.8%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. The increase was primarily driven by higher passenger services and cabin cleaning revenue in our U.S. operations and growth in our U.K. operations.

Operating profit increased by \$0.6 million, or 25.0%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. Operating profit margins increased by 0.3% to 3.1% in the three months ended April 30, 2015 from 2.8% in the three months ended April 30, 2014. The increase in operating profit margins was primarily related to the amortization of intangible assets using the sum-of-the-years-digits method, which results in declining amortization expense over the useful lives of the assets, enhancements to our risk management and safety programs in 2014 that continue to favorably impact our insurance expense in 2015, and growth in our U.K. operations. The increase in operating profit margins was partially offset by higher operating expenses from net new business that typically results in lower gross margins for a period of time until the labor management and facilities operations normalize and higher compensation expense due to the reorganization of the executive structure.

## Corporate

(\$ in millions)	Three Months Ended April 30,			Increase	
	2015	2014			
Corporate expenses	\$ 29.0	\$ 27.0	\$	2.0	7.4%

Corporate expenses increased by \$2.0 million, or 7.4%, during the three months ended April 30, 2015, as compared to the three months ended April 30, 2014. The increase in corporate expenses was primarily related to:

- a \$3.0 million year-over-year increase in medical and dental expense as a result of actuarial valuations completed in the three months ended April 30, 2015;
- a \$1.5 million increase in compensation and related expenses primarily as a result of adding certain IT positions since the prior year and the hiring of additional personnel to support growth initiatives throughout the organization;
- a \$1.4 million increase in severance expense related to the departure of our former CFO, net of the reversal of share-based compensation;
- a \$0.9 million increase in maintenance and depreciation expense related to technology investments made in 2014; and
- a \$0.7 million increase in share-based compensation expense, excluding the reversal of certain previously expensed amounts related to the departure of our former CFO, that was due to the recognition of higher expense relating to awards granted in 2014 and 2015, as compared to awards granted in 2010, 2011, 2012, and 2013.

This increase was partially offset by:

- the absence of a \$3.4 million accrual for an unfavorable arbitration decision against us in the prior year quarter relating to a contract dispute with a third-party administrator;
- a \$1.4 million decrease in costs associated with our re-branding initiative; and
- a \$0.9 million decrease in restructuring costs associated with the realignment of our operational structure.

## Results of Operations

### Six Months Ended April 30, 2015 Compared with the Six Months Ended April 30, 2014

#### Consolidated

(\$ in millions)	Six Months Ended April 30,		Increase / (Decrease)	
	2015	2014		
<b>Revenues</b>	\$ 2,559.5	\$ 2,457.8	\$ 101.7	4.1%
<b>Expenses</b>				
Operating	2,300.4	2,211.9	88.5	4.0%
<i>Gross margin as a % of revenues</i>	<i>10.1%</i>	<i>10.0%</i>	<i>0.1%</i>	
Selling, general and administrative	196.9	180.7	16.2	9.0%
Amortization of intangible assets	12.2	13.4	(1.2)	(9.0)%
<b>Total expenses</b>	<b>2,509.5</b>	<b>2,406.0</b>	<b>103.5</b>	<b>4.3%</b>
Operating profit	50.0	51.8	(1.8)	(3.5)%
Income from unconsolidated affiliates, net	3.7	2.7	1.0	37.0%
Interest expense	(5.2)	(5.4)	0.2	3.7%
Income before income taxes	48.5	49.1	(0.6)	(1.2)%
Provision for income taxes	(12.5)	(20.8)	8.3	39.9%
<b>Net income</b>	<b>\$ 36.0</b>	<b>\$ 28.3</b>	<b>\$ 7.7</b>	<b>27.2%</b>

#### Revenues

Revenues increased by \$101.7 million, or 4.1%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. The increase in revenues was primarily attributable to organic growth due to additional revenues from net new business and increased scope of work from existing clients and to \$46.9 million in growth from acquisitions.

#### Operating Expenses

Operating expenses increased by \$88.5 million, or 4.0%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. As a percentage of revenues, gross margin increased by 0.1% to 10.1% in the six months ended April 30, 2015 from 10.0% in the six months ended April 30, 2014. The increase in gross margin was primarily attributable to enhancements to our risk management and safety programs in 2014 that continue to favorably impact our insurance expense in 2015 and to the positive impact of the termination of certain lower margin contracts. This increase was partially offset by higher operating expenses related to non-recurring operational issues at certain clients.

#### Selling, General and Administrative Expenses

Selling, general and administrative expenses increased by \$16.2 million, or 9.0%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. The increase in selling, general and administrative expenses was primarily related to:

- a \$8.7 million increase in compensation and related expenses primarily as a result of the hiring of additional personnel to support growth initiatives throughout the organization and the addition of certain IT positions since the prior year;
- a \$4.6 million increase in severance expense related to the departures of our former CEO and CFO, net of the reversal of share-based compensation;
- a \$3.0 million year-over-year increase in medical and dental expense as a result of actuarial valuations completed in the three months ended April 30, 2015;
- a \$1.4 million increase in maintenance and depreciation expense related to technology investments made in 2014;

- a \$1.3 million increase in share-based compensation expense, excluding the reversal of certain previously expensed amounts related to the departures of our former CEO and CFO, that was due to the recognition of higher expense relating to awards granted in 2014 and 2015, as compared to awards granted in 2010, 2011, 2012, and 2013; and
- a \$0.9 million increase in professional fees associated with certain employment-based tax credits.

This increase was partially offset by:

- a \$1.7 million decrease in costs associated with our re-branding initiative;
- operational efficiencies resulting in a \$1.4 million gain from a property sale;
- a \$1.3 million decrease in bad debt expense as a result of improved collections of client receivables across our businesses; and
- a \$0.8 million decrease in restructuring costs associated with the realignment of our operational structure.

#### ***Amortization of Intangible Assets***

Amortization of intangible assets decreased by \$1.2 million, or 9.0%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. This decrease was primarily related to intangible assets being amortized using the sum-of-the-years-digits method over their useful lives, which is consistent with the estimated useful life considerations used in determining their fair values and results in a declining amortization expense.

#### ***Income from Unconsolidated Affiliates, Net***

Income from unconsolidated affiliates, net, increased by \$1.0 million, or 37.0%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. The increase was primarily related to higher equity earnings from certain investments in unconsolidated affiliates that provide facility solutions principally to the U.S. Government and international clients.

#### ***Provision for Income Taxes***

The effective tax rates for the six months ended April 30, 2015 and 2014 were 25.8% and 42.4%, respectively. The effective tax rate for the six months ended April 30, 2015 was lower than the rate for the six months ended April 30, 2014 primarily due to the retroactive reinstatement of the WOTC for calendar year 2014, which resulted in additional credits of \$4.8 million as well as state employment-based tax credits of \$2.5 million.

We estimate our annual effective income tax rate for 2015 will be between 32.0% and 36.0%, which assumes that Congress will not reenact the WOTC for calendar year 2015 prior to October 31, 2015.

## Segment Information

The impact of the reallocation of certain Onsite Services overhead costs on the reported operating profit for the six months ended April 30, 2014 was an increase of \$2.2 million to our Janitorial segment and decreases of \$0.8 million, \$0.9 million, and \$0.5 million to our Facility Services, Parking, and Security segments, respectively. Prior-period segment results have been restated to conform to these changes.

### Financial Information for Each Reportable Segment

(\$ in millions)	Six Months Ended April 30,		Increase / (Decrease)	
	2015	2014		
<b>Revenues</b>				
Janitorial	\$ 1,325.5	\$ 1,268.8	\$ 56.7	4.5%
Facility Services	302.0	301.2	0.8	0.3%
Parking	309.2	302.9	6.3	2.1%
Security	188.6	193.5	(4.9)	(2.5)%
Building & Energy Solutions	240.9	220.6	20.3	9.2%
Other	193.3	170.8	22.5	13.2%
	<u>\$ 2,559.5</u>	<u>\$ 2,457.8</u>	<u>\$ 101.7</u>	<u>4.1%</u>
<b>Operating profit</b>				
Janitorial	\$ 74.8	\$ 67.5	\$ 7.3	10.8%
Operating profit as a % of revenues	5.6%	5.3%	0.3 %	
Facility Services	12.5	10.1	2.4	23.8%
Operating profit as a % of revenues	4.1%	3.4%	0.7 %	
Parking	13.2	11.2	2.0	17.9%
Operating profit as a % of revenues	4.3%	3.7%	0.6 %	
Security	4.5	4.3	0.2	4.7%
Operating profit as a % of revenues	2.4%	2.2%	0.2 %	
Building & Energy Solutions	4.4	6.2	(1.8)	(29.0)%
Operating profit as a % of revenues	1.8%	2.8%	(1.0)%	
Other	5.6	4.3	1.3	30.2%
Operating profit as a % of revenues	2.9%	2.5%	0.4 %	
Corporate	(61.3)	(49.1)	(12.2)	(24.8)%
Adjustment for income from unconsolidated affiliates, net, included in Building & Energy Solutions	(3.7)	(2.7)	(1.0)	(37.0)%
	<u>\$ 50.0</u>	<u>\$ 51.8</u>	<u>\$ (1.8)</u>	<u>(3.5)%</u>

### Janitorial

(\$ in millions)	Six Months Ended April 30,		Increase	
	2015	2014		
Revenues	\$ 1,325.5	\$ 1,268.8	\$ 56.7	4.5%
Operating profit	74.8	67.5	7.3	10.8%
Operating profit as a % of revenues	5.6%	5.3%	0.3%	

Janitorial revenues increased by \$56.7 million, or 4.5%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. The increase was primarily attributable to \$33.6 million of additional revenues from an acquisition that occurred in October 2014, organic growth due to additional revenues from net new business, and additional tag work revenue.

Operating profit increased by \$7.3 million, or 10.8%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. Operating profit margins increased by 0.3% to 5.6% in the six months ended April 30, 2015 from 5.3% in the six months ended April 30, 2014. The increase in operating profit margins was primarily

attributable to enhancements to our risk management and safety programs in 2014 that continue to favorably impact our insurance expense in 2015 and to the positive impact of the termination of a large multi-regional contract. Also positively impacting operating margins were operational efficiencies resulting in a gain from a property sale and savings realized as a result of the realignment of our Onsite Services operational structure. This increase was partially offset by higher compensation expense due to hiring additional personnel to support selling and safety initiatives and higher legal fees and settlement costs.

### Facility Services

(\$ in millions)	Six Months Ended April 30,			Increase	
	2015	2014			
Revenues	\$ 302.0	\$ 301.2	\$	0.8	0.3%
Operating profit	12.5	10.1		2.4	23.8%
Operating profit as a % of revenues	4.1%	3.4%		0.7%	

Facility Services revenues increased by \$0.8 million, or 0.3%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. The increase was primarily attributable to increased scope of work from existing clients, partially offset by the termination of certain lower margin contracts that exceeded new business.

Operating profit increased by \$2.4 million, or 23.8%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. Operating profit margins increased by 0.7% to 4.1% in the six months ended April 30, 2015 from 3.4% in the six months ended April 30, 2014. The increase in operating profit margins was primarily attributable to the termination of certain lower margin contracts and enhancements in our risk management and safety programs in 2014 that continue to favorably impact our insurance expense in 2015. Also positively impacting operating profit margins were savings realized as a result of the realignment of our Onsite Services operational structure and lower legal costs.

### Parking

(\$ in millions)	Six Months Ended April 30,			Increase	
	2015	2014			
Revenues	\$ 309.2	\$ 302.9	\$	6.3	2.1%
Operating profit	13.2	11.2		2.0	17.9%
Operating profit as a % of revenues	4.3%	3.7%		0.6%	

Management reimbursement revenues totaled \$152.1 million and \$153.4 million for the six months ended April 30, 2015 and 2014, respectively.

Parking revenues increased by \$6.3 million, or 2.1%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. The increase was primarily related to revenues from existing clients and net new business, partially offset by lower management reimbursement revenues.

Operating profit increased by \$2.0 million, or 17.9%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. Operating profit margins increased by 0.6% to 4.3% in the six months ended April 30, 2015 from 3.7% in the six months ended April 30, 2014. The increase in operating profit margins was primarily related to enhancements to our risk management and safety programs in 2014 that continue to favorably impact our insurance expense in 2015 and savings realized as a result of the realignment of our Onsite Services operational structure. This increase was partially offset by higher legal costs and the absence of a benefit related to the collection of previously reserved accounts receivable in the prior year.

### Security

(\$ in millions)	Six Months Ended April 30,			Increase / (Decrease)	
	2015	2014			
Revenues	\$ 188.6	\$ 193.5	\$	(4.9)	(2.5)%
Operating profit	4.5	4.3		0.2	4.7%
Operating profit as a % of revenues	2.4%	2.2%		0.2%	



Security revenues decreased by \$4.9 million, or 2.5%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. The decrease was primarily related to contract losses in the prior year and reductions in scope of work from existing clients.

Operating profit increased by \$0.2 million, or 4.7%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. Operating profit margins increased by 0.2% to 2.4% in the six months ended April 30, 2015 from 2.2% in the six months ended April 30, 2014. The increase in operating profit margins was primarily attributable to enhancements to our risk management and safety programs in 2014 that continue to favorably impact our insurance expense in 2015 and to savings realized as a result of the realignment of our Onsite Services operational structure. This increase was partially offset by higher payroll and related costs resulting from increased overtime due to a tight labor market in certain geographical areas.

### **Building & Energy Solutions**

(\$ in millions)	Six Months Ended April 30,		Increase / (Decrease)	
	2015	2014		
Revenues	\$ 240.9	\$ 220.6	\$ 20.3	9.2%
Operating profit	4.4	6.2	(1.8)	(29.0)%
Operating profit as a % of revenues	1.8%	2.8%	(1.0)%	

Building & Energy Solutions revenues increased by \$20.3 million, or 9.2%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. This increase was primarily a result of revenues from acquisitions that occurred in March 2014 and August 2014, which contributed \$13.3 million in revenues in the current year. Revenues also increased due to organic growth from healthcare services, partially offset by lower project revenue due to timing of awarded contracts.

Operating profit decreased by \$1.8 million, or 29.0%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. Operating profit margins decreased by 1.0% to 1.8% in the six months ended April 30, 2015 from 2.8% in the six months ended April 30, 2014. The decrease in operating profit margins was primarily driven by higher expenses related to non-recurring operational issues at certain clients, higher compensation expense due to hiring additional personnel to support selling initiatives, and the settlement of a customer dispute. This decrease in operating profit margins was partially offset by higher equity earnings from certain investments in unconsolidated affiliates that provide facility solutions principally to the U.S. Government and international clients, and management of general and administrative expenses.

### **Other**

(\$ in millions)	Six Months Ended April 30,		Increase	
	2015	2014		
Revenues	\$ 193.3	\$ 170.8	\$ 22.5	13.2%
Operating profit	5.6	4.3	1.3	30.2%
Operating profit as a % of revenues	2.9%	2.5%	0.4%	

Revenues from our Other segment increased by \$22.5 million, or 13.2%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. The increase was primarily driven by higher passenger services and cabin cleaning revenue in our U.S. operations and growth in our U.K. operations.

Operating profit increased by \$1.3 million, or 30.2%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. Operating profit margins increased by 0.4% to 2.9% in the six months ended April 30, 2015 from 2.5% in the six months ended April 30, 2014. The increase in operating profit margins was primarily related to the amortization of intangible assets using the sum-of-the-years-digits method, which results in declining amortization expense over the useful lives of the assets, enhancements to our risk management and safety programs in 2014 that continue to favorably impact our insurance expense in 2015, and growth in our U.K. operations. The increase in operating profit margins was partially offset by higher operating expenses from net new business that typically results in lower gross margins for a period of time until the labor management and facilities operations normalize, higher compensation expense due to the reorganization of the executive structure, and the settlement of a customer dispute.

## Corporate

(\$ in millions)	Six Months Ended April 30,				Increase	
	2015	2014				
Corporate expenses	\$ 61.3	\$ 49.1	\$	\$	12.2	24.8%

Corporate expenses increased by \$12.2 million, or 24.8%, during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. The increase in corporate expenses was primarily related to:

- a \$4.6 million increase in severance expense related to the departures of our former CEO and CFO, net of the reversal of share-based compensation;
- a \$3.7 million increase in compensation and related expenses primarily as a result of adding certain IT positions since the prior year and the hiring of additional personnel to support growth initiatives throughout the organization;
- a \$3.0 million year-over-year increase in medical and dental expense as a result of actuarial valuations completed in the three months ended April 30, 2015;
- a \$1.4 million increase in maintenance and depreciation expense related to technology investments made in 2014;
- a \$1.3 million increase in share-based compensation expense, excluding the reversal of certain previously expensed amounts related to the departures of our former CEO and CFO, that was due to the recognition of higher expense relating to awards granted in 2014 and 2015, as compared to awards granted in 2010, 2011, 2012, and 2013; and
- a \$0.9 million increase in professional fees related to certain employment-based tax credits.

This increase was partially offset by:

- a \$1.7 million decrease in costs associated with our re-branding initiative; and
- a \$0.8 million decrease in restructuring costs associated with the realignment of our operational structure.

## **Liquidity and Capital Resources**

We project anticipated cash requirements for our operating, investing, and financing needs as well as cash flows generated from operating activities available to meet these needs. Our operating needs can include, among other items, commitments for operating leases, payroll payments, insurance claims payments, interest payments, legal settlements, and pension funding obligations. Our investing and financing spending can include payments for acquired businesses, capital expenditures, commitments for capital leases, share repurchases, dividends, and payments on our outstanding indebtedness.

We believe that our operating cash flows, cash and cash equivalents, borrowing capacity under our line of credit, and access to capital markets are sufficient to fund our operating, investing, and financing requirements for the next twelve months. However, there can be no assurance that our business will generate sufficient cash flows from operations, that anticipated net sales growth and operating improvements will be realized, that future borrowings will be available under our revolving credit facility, or that we will be able to access the capital markets in amounts sufficient to enable us to service our indebtedness or to fund our other liquidity needs.

On a continuing basis, we consider various transactions to increase shareholder value and enhance our business results, including acquisitions, divestitures, dividend payments, and share repurchases. These transactions may result in future cash proceeds or payments to shareholders.

On November 30, 2010, we entered into a five-year syndicated credit agreement pursuant to which we obtained an unsecured revolving credit facility (the "Facility"). This five-year syndicated credit agreement, as amended from time to time, is referred to as the "Credit Agreement." The aggregate amount of the Facility under the Credit Agreement is \$800.0 million, and the maturity date of the Facility is December 11, 2018. At our option, we may increase the size of the Facility to \$1.0 billion at any time prior to the expiration date (subject to receipt of commitments for the increased amount from existing and new lenders).

At April 30, 2015, the total outstanding amounts under the Facility in the form of cash borrowings and standby letters of credit were \$307.0 million and \$116.1 million, respectively. At April 30, 2015, we had up to \$376.9 million borrowing capacity under the Facility. Our ability to draw down available capacity under the Facility is subject to, and is limited by, compliance with certain financial covenants, including covenants relating to a fixed charge coverage ratio, a leverage ratio, and consolidated net worth. In addition, other covenants under the Facility include limitations on liens, dispositions, fundamental changes, investments, and certain transactions and payments. As of April 30, 2015, we were in compliance with these covenants and expect to be in compliance in the foreseeable future.

In 2015, we expect that cash tax savings related to coverage provided by IFM Assurance Company will range between \$15.0 million and \$20.0 million.

### **Share Repurchases**

On September 5, 2012, our Board of Directors approved a share repurchase program authorizing up to \$50.0 million in share repurchases. Under this repurchase program, we may purchase our common shares from time to time in open market purchases or privately negotiated transactions and may make all or part of the purchases pursuant to Rule 10b5-1 plans. The repurchase program may be suspended or discontinued at any time without notice. During 2015, we entered into transactions to purchase 0.3 million shares of our common stock at an average price of \$31.92 per share for a total of \$10.0 million, of which \$2.1 million were settled subsequent to the three months ended April 30, 2015. After these purchases, we had \$20.0 million remaining under our share repurchase program. Any repurchased shares are retired and returned to an authorized but unissued status.

### **Cash Flows**

In addition to revenues and operating profit, our management views operating cash flows as a good indicator of financial performance, as strong operating cash flows provide opportunities for growth both organically and through acquisitions. Operating cash flows primarily depend on: revenue levels; the quality and timing of collections of accounts receivable (including receivables from U.S. Government contracts, which generally have longer collection periods); the timing of payments to suppliers and other vendors; the timing and amount of income tax payments; and the timing and amount of payments on insurance claims. The table below summarizes our cash and cash equivalents activity:

**Six Months Ended April 30,**

*(in millions)*

	<b>2015</b>		<b>2014</b>	
Net cash provided by operating activities	\$	39.0	\$	37.7
Net cash used in investing activities		(13.9)		(30.8)
Net cash used in financing activities		(31.4)		(1.8)

*Operating Activities*

Net cash provided by operating activities increased by \$1.3 million during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. The increase was primarily related to the timing of client receivable collections, partially offset by a reduction in the second quarter of 2014 in certain restricted insurance deposits that are used to collateralize our insurance obligations.

*Investing Activities*

Net cash used in investing activities decreased by \$16.9 million during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. The decrease was primarily related to a period-over-period decrease in cash paid, net of cash acquired, for acquisitions and a period-over-period decrease in property, plant and equipment additions.

*Financing Activities*

Net cash used in financing activities increased by \$29.6 million during the six months ended April 30, 2015, as compared to the six months ended April 30, 2014. The increase was primarily related to a \$25.1 million decrease in net borrowings from our line of credit and a \$7.9 million increase in cash used for common stock repurchases.

**Contingencies**

We are a party to a variety of actions, proceedings, and legal, administrative, and other inquiries arising in the normal course of business relating to labor and employment, contracts, personal injury, and other matters, some of which allege substantial monetary damages. Some of these actions may be brought as a class action on behalf of a purported class of employees. Litigation outcomes are difficult to predict and are often resolved over long periods of time. Estimating probable losses requires the analysis of multiple possible outcomes that often depends on judgments about potential actions by third parties.

At April 30, 2015, the total amount accrued for all probable litigation losses where a reasonable estimate of the loss could be made was \$3.5 million. This \$3.5 million includes the accrual of \$2.3 million in connection with a settlement relating to a case alleging certain wage and hour violations.

We do not accrue for contingent losses that, in our judgment, are considered to be reasonably possible but not probable. Estimating reasonably possible losses also requires the analysis of multiple possible outcomes that often depends on judgments about potential actions by third parties. Our management currently estimates that the range of loss for all reasonably possible losses for which an estimate can be made is between zero and \$8.1 million. Factors underlying this estimated range of loss may change from time to time, and actual results may vary significantly from this estimate.

In some cases, although a loss is probable or reasonably possible, we cannot reasonably estimate the maximum potential losses for probable matters or the range of losses for reasonably possible matters. Therefore, our accrual for probable losses and our estimated range of loss for reasonably possible losses do not represent our maximum possible exposure.

For additional information about our contingencies, see Note 9, "Commitments and Contingencies," in the Financial Statements.

**Critical Accounting Policies and Estimates**

Our accompanying Financial Statements are prepared in accordance with U.S. generally accepted accounting principles, which require us to make estimates in the application of our accounting policies based on the best assumptions, judgments, and opinions of management. There have been no significant changes to our critical

accounting policies and estimates. For a description of our critical accounting policies, see Item 7., "Management's Discussion and Analysis of Financial Condition and Results of Operations," in our Annual Report.

### **Recent Accounting Pronouncements**

In April 2015, the Financial Accounting Standards Board issued Accounting Standards Update No. 2015-03 ("ASU 2015-03"), *Interest—Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*. ASU 2015-03 requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with the presentation of debt discounts. ASU 2015-03 is effective for us in the fiscal year ending October 31, 2017, and for interim periods within the year. We do not expect the adoption of these new presentation requirements to have a material impact on our consolidated financial statements.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.**

There are no material changes related to market risk from the disclosures in our Annual Report on Form 10-K for the year ended October 31, 2014.

### **ITEM 4. CONTROLS AND PROCEDURES.**

#### **a. Disclosure Controls and Procedures.**

As of the end of the period covered by this report, our Principal Executive Officer and Principal Financial Officer evaluated our disclosure controls and procedures, as such term is defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act. Based upon that evaluation, our Principal Executive Officer and Principal Financial Officer concluded that as of the end of the period covered by this report, our disclosure controls and procedures were effective to ensure that information required to be disclosed by us in reports we file or submit under the Exchange Act is (1) recorded, processed, summarized, and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission, and (2) accumulated and communicated to our management, including our Principal Executive Officer and Principal Financial Officer, to allow timely decisions regarding required disclosure.

#### **b. Changes in Internal Control Over Financial Reporting.**

There were no changes in our internal control over financial reporting during the second quarter of 2015 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS.

A discussion of material developments in our litigation matters occurring in the period covered by this report is found in Note 9, "Commitments and Contingencies," to the Financial Statements in this Form 10-Q.

### ITEM 1A. RISK FACTORS.

There have been no material changes to the risk factors identified in our Annual Report on Form 10-K for the year ended October 31, 2014, except that the following risk factor has been removed:

#### ***We incur accounting and other control costs that reduce profitability.***

As a publicly traded corporation, we incur certain costs to comply with regulatory requirements. If regulatory requirements were to become more stringent or if accounting or other controls thought to be effective later fail, we may be forced to make additional expenditures, the amounts of which could be material. Most of our competitors are privately owned, so our accounting and control costs can be a competitive disadvantage.

### ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

On September 5, 2012, our Board of Directors approved a share repurchase program authorizing up to \$50.0 million in share repurchases. Under this repurchase program, we may purchase our common shares from time to time in open market purchases or privately negotiated transactions and may make all or part of the purchases pursuant to Rule 10b5-1 plans. Any repurchased shares are retired and returned to an authorized but unissued status. The repurchase program may be suspended or discontinued at any time without notice. The following table provides information with respect to purchases of common shares under the program authorized by our Board of Directors during the quarter ended April 30, 2015:

	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs
<i>(in millions, except per share data)</i>				
<b>Period</b>				
2/1/2015 - 2/28/2015	—	\$ —	—	\$ 30.0
3/1/2015 - 3/31/2015	—	\$ —	—	\$ 30.0
4/1/2015 - 4/30/2015	0.2	\$ 31.87	0.2	\$ 22.1
<b>Total / Average</b>	<b>0.2</b>	<b>\$ 31.87</b>	<b>0.2</b>	<b>\$ 22.1</b>

### ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

### ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

**ITEM 5. OTHER INFORMATION.**

Not applicable.

**ITEM 6. EXHIBITS.**

(a) Exhibits

<b>Exhibit No.</b>	<b><u>Exhibit Description</u></b>
10.1*	2006 Equity Incentive Plan, as amended and restated March 4, 2015 (Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on March 4, 2015)
10.2*‡	Statement of Terms and Conditions Applicable to Options, Restricted Stock, Restricted Stock Units, and Performance Shares Granted to Employees Pursuant to the 2006 Equity Incentive Plan, for Awards Granted on and after March 4, 2015
10.3*‡	Statement of Terms and Conditions Applicable to Options, Restricted Stock, and Restricted Stock Units Granted to Directors Pursuant to the 2006 Equity Incentive Plan, for Awards Granted on and after March 4, 2015
10.4*	Executive Employment Agreement, dated April 6, 2015, by and between ABM Industries Incorporated and D. Anthony Scaglione (Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on April 10, 2015)
10.5*	Change in Control Agreement, dated as of April 6, 2015, by and between ABM Industries Incorporated and D. Anthony Scaglione (Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed April 10, 2015)
10.6*‡	Letter Agreement by and between ABM Industries Incorporated and James S. Lusk, executed on April 27, 2015
31.1‡	Certification of principal executive officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2‡	Certification of principal financial officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32†	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Report Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Label Linkbase Document
101. PRE	XBRL Presentation Linkbase Document

\* Indicates management contract or compensatory plan, contract, or arrangement

‡ Indicates filed herewith

† Indicates furnished herewith

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ABM Industries Incorporated

June 3, 2015

/s/ D. Anthony Scaglione

D. Anthony Scaglione  
Executive Vice President and Chief Financial Officer  
(Duly Authorized Officer)

June 3, 2015

/s/ Dean A. Chin

Dean A. Chin  
Senior Vice President, Controller and Chief Accounting  
Officer  
(Principal Accounting Officer)



**ABM INDUSTRIES INCORPORATED**  
**STATEMENT OF TERMS AND CONDITIONS APPLICABLE TO**  
**OPTIONS, RESTRICTED STOCK, RESTRICTED STOCK UNITS**  
**AND PERFORMANCE SHARES GRANTED TO EMPLOYEES**  
**PURSUANT TO THE 2006 EQUITY INCENTIVE PLAN**  
*(For Awards Granted After March 4, 2015)*

**I. INTRODUCTION**

The following terms and conditions shall apply to each Award granted under the Plan to an Employee eligible to participate in the Plan, except as may otherwise be determined by the Administrator, as provided herein. This Statement of Terms and Conditions is subject to the terms of the Plan and of any Award made pursuant to the Plan. In the event of any inconsistency between this Statement of Terms and Conditions and the Plan, the Plan shall govern.

**II. DEFINITIONS**

Capitalized terms not otherwise defined in this Statement of Terms and Conditions shall have the meaning set forth in the Plan. When capitalized in this Statement of Terms and Conditions, the following additional terms shall have the meaning set forth below:

A. “Cause” means, with respect to a Participant:

(i) serious misconduct, dishonesty, disloyalty or insubordination;

(ii) the Participant’s conviction (or entry of a plea bargain admitting criminal guilt) of any felony or misdemeanor involving moral turpitude;

(iii) drug or alcohol abuse that has a material or potentially material effect on the Company’s reputation and/or the performance of the Participant’s duties and responsibilities under the Participant’s employment agreement;

(iv) failure to substantially perform the Participant’s duties or responsibilities under the Participant’s employment agreement for reasons other than death or disability;

(v) repeated inattention to duty for reasons other than death or disability; or

(vi) any other material breach of the Participant’s employment agreement by the Participant.

B. “Competitive Activity” shall mean, with respect to a Participant, the Participant’s participation, without the written consent signed by an officer of the Company and authorized by the Board, in the management of any business enterprise if (i) such

enterprise engages in substantial and direct competition with the Company and such enterprise's sales of any product or service competitive with any product or service of the Company amounted to 10% of such enterprise's net sales for its most recently completed fiscal year and if the Company's net sales of said product or service amounted to 10% of the Company's net sales for its most recently completed fiscal year or (ii) the primary business done or intended to be done by such enterprise is in direct competition with the business of providing facility services in any geographic market in which the Company operates. "Competitive Activity" will not include the mere ownership of securities in any such enterprise and the exercise of rights appurtenant thereto, if such ownership is less than 5% of the outstanding voting securities or units of such enterprise.

- C. "Excess Equity Award" means the positive difference, if any, between the value of the Award granted to an Executive Officer and the Award that would have been made to such Executive Officer had the amount of the Award been calculated based on the Company's financial statements as restated.
- D. "Executive Officer" means any person who is an officer of the Company for purposes of Section 16 of the Exchange Act.
- E. "Fair Market Value" of a Share as of a specified date, unless otherwise determined by the Committee, means the closing price at which Shares are traded on such date, or if no trading of Shares is reported for that day, on the next following day on which trading is reported on the principal stock market or exchange on which the Shares are traded; provided that if Shares are not so traded, the fair market value shall be determined by the Committee.
- F. "Grant Date" means the date the Administrator grants the Award.
- G. "Independent Committee" means any committee consisting of independent Directors designated by the independent members of the Board.
- H. "Option Period" means the period commencing on the Grant Date of an Option and, except as otherwise provided in Section III.E, ending on the Termination Date.
- I. "Option Proceeds" means, with respect to any sale or other disposition of Shares issued or issuable upon the exercise of an Option, an amount determined appropriate by the independent members of the Board or the Independent Committee, in its sole judgment, to reflect the effect of a restatement of the Company's financial statements on the Company's stock price, up to an amount equal to the number of Shares sold or disposed of, multiplied by a number equal to the difference between the Fair Market Value per Share at the time of sale or disposition and the Exercise Price.
- J. "Termination Date" means the date that an Option expires as set forth in the Option Agreement.

### III. OPTIONS

- A. Option Notice and Agreement. An Option granted under the Plan shall be evidenced by an Option Agreement setting forth the terms and conditions of the Option, including whether the Option is an Incentive Stock Option or a Nonqualified Stock Option and the number of Shares subject to the Option. Each Option Agreement shall incorporate by reference and be subject to this Statement of Terms and Conditions and the terms and conditions of the Plan, except as may otherwise be determined by the Administrator.
- B. Exercise Price. The Exercise Price of an Option, as specified in the Option Agreement, shall be equal to or greater than the Fair Market Value of the Shares underlying the Option on the Grant Date.
- C. Option Period. An Option shall be exercisable only during the applicable Option Period, and during such Option Period the exercisability of the Option shall be subject to the vesting provisions of Section III.D as modified by the rules set forth in Sections III.E, V and VI. The Option Period shall be not more than seven years from the Grant Date.
- D. Vesting of Right to Exercise Options.
1. Except as provided in the last sentence of this Section III.D.1 and in Sections V, VI and VII, an Option shall be exercisable during the Option Period in accordance with the following vesting schedule: (i) 25% of the Shares subject to the Option shall vest on the first anniversary of the Grant Date; (ii) an additional 25% of the Shares shall vest on the second anniversary of the Grant Date; (iii) an additional 25% of the Shares shall vest on the third anniversary of the Grant Date; and (iv) the remaining 25% of the Shares subject to the Option shall vest on the fourth anniversary of the Grant Date. Notwithstanding the foregoing, the Administrator may specify a different vesting schedule.
  2. Any vested portion of an Option not exercised hereunder shall accumulate and be exercisable at any time on or before the Termination Date, subject to the rules set forth in Sections III.E, V, VI and VII. No Option may be exercised for less than 5% of the total number of Shares then available for exercise under such Option. In no event shall the Company be required to issue fractional shares.
- E. Termination of Employment. In addition to the terms set forth in the Plan with respect to termination of employment:
1. Except as provided in the last sentence of this Section III.E.1, if, during the Option Period, a Participant ceases to be a bona fide employee of the Company or an Affiliate due to his or her Retirement that occurs at least one year following the Grant Date, or due to his or her Disability or death, then in addition to any Shares vested under the Option Agreement prior to the date of such Retirement, Disability or death, the Option shall vest in the number of Shares equal to 25% of the number of Shares originally subject to the Option, multiplied by the number of

whole months between the most recent anniversary date of the Option grant and the date of such Retirement, Disability or death, and divided by 12. Notwithstanding the foregoing, the Administrator may specify a different provision regarding vesting upon termination of employment due to Retirement, Disability or death, or any other reason, subject to the terms of the Plan.

2. If a Participant who ceases to be a bona fide employee of the Company or an Affiliate is subsequently rehired prior to the expiration of his or her Option, then the Option shall continue to remain outstanding until such time as the Participant subsequently terminates employment or the Option otherwise terminates pursuant to this Statement of Terms and Conditions. Upon the Participant's subsequent termination of employment, the post-termination exercise period calculated pursuant to the terms and conditions of this Section III.E shall be reduced by the number of days between the date of the Participant's initial termination of employment and his or her rehire date; *provided, however*, that if the rehired Participant continues to be employed by the Company or an Affiliate for at least one year from his or her rehire date, then the post-termination exercise period for the Option shall be determined in accordance with the Plan and shall not be adjusted as described above.

F. Method of Exercise. A Participant may exercise an Option with respect to all or any part of the exercisable Shares as follows:

1. By giving the Company, or its authorized representative designated for this purpose, written notice of such exercise specifying the number of Shares as to which the Option is so exercised. Such notice shall be accompanied by an amount equal to the Exercise Price of such Shares, in the form of any one or combination of the following:
  - a. cash or certified check, bank draft, postal or express money order payable to the order of the Company in lawful money of the United States;
  - b. if approved by the Company at the time of exercise, personal check of the Participant;
  - c. if approved by the Company at the time of exercise, a "net exercise" pursuant to which the Company will not require a payment of the exercise price from the Participant but will reduce the number of Shares issued upon the exercise by the largest number of whole Shares that has a Fair Market Value that does not exceed the aggregate exercise price. With respect to any remaining balance of the aggregate exercise price, the Company shall accept payment in a form identified in (a) or (b) of this section;

- d. if approved by the Company at the time of exercise, by tendering to the Company or its authorized representative Shares which have been owned by the Participant for at least six months prior to said tender, and having a Fair Market Value, as determined by the Company, equal to the Exercise Price. In the event a Participant tenders Shares to pay the Exercise Price, tender of Shares acquired through exercise of an Incentive Stock Option may result in unfavorable income tax consequences unless such Shares are held for at least two years from the Grant Date of the Incentive Stock Option and one year from the date of exercise of the Incentive Stock Option;
- e. if approved by the Company at the time of exercise, delivery (including by FAX transmission) to the Company or its authorized representative of an executed irrevocable option exercise form together with irrevocable instructions to an approved registered investment broker to sell Shares in an amount sufficient to pay the Exercise Price plus any applicable withholding taxes and to transfer the proceeds of such sale to the Company; and

2. If required by the Company, by giving satisfactory assurance in writing, signed by the Participant, the Participant shall give his or her assurance that the Shares subject to the Option are being purchased for investment and not with a view to the distribution thereof; provided that such assurance shall be deemed inapplicable to (i) any sale of the Shares by such Participant made in accordance with the terms of a registration statement covering such sale, which has heretofore been (or may hereafter be) filed and become effective under the Securities Act of 1933, as amended (the "Securities Act") and with respect to which no stop order suspending the effectiveness thereof has been issued, and (ii) any other sale of the Shares with respect to which, in the opinion of counsel for the Company, such assurance is not required to be given in order to comply with the provisions of the Securities Act.

G. Limitations on Transfer. An Option shall, during a Participant's lifetime, be exercisable only by the Participant. No Option or any right granted thereunder shall be transferable by the Participant by operation of law or otherwise, other than as set forth in the Plan. In the event of any attempt by a Participant to alienate, assign, pledge, hypothecate, or otherwise dispose of an Option or of any right thereunder, except as provided herein, or in the event of the levy of any attachment, execution, or similar process upon the rights or interest hereby conferred, the Company at its election may terminate the affected Option by notice to the Participant and the Option shall thereupon become null and void.

H. No Shareholder Rights. Neither a Participant nor any person entitled to exercise a Participant's rights in the event of the Participant's death shall have any of the rights of a shareholder with respect to the Shares subject to an Option except to the extent that an Option has been exercised.

#### IV. RESTRICTED STOCK, RESTRICTED STOCK UNITS, AND PERFORMANCE SHARES

- A. Agreement. A Restricted Stock Award, Restricted Stock Unit Award, or Performance Share Award granted under the Plan shall be evidenced by an Agreement to be executed by the Participant and the Company setting forth the terms and conditions of the Award. Each Award Agreement shall incorporate by reference and be subject to this Statement of Terms and Conditions and the terms and conditions of the Plan, except as may otherwise be determined by the Administrator.
- B. Special Restrictions. Each Restricted Stock Award, Restricted Stock Unit Award, or Performance Share Award made under the Plan shall contain the following terms, conditions and restrictions, except as may otherwise be determined by the Administrator.
1. Restrictions. Until the restrictions imposed on any Restricted Stock Award shall lapse, shares of Restricted Stock granted to a Participant: (a) shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of, and (b) shall, if the Participant experiences a “separation from service” (within the meaning of Section 409A of the Code) from the Company or an Affiliate for any reason (except as otherwise provided in the Plan or in Section IV.B.2) be returned to the Company forthwith, and all the rights of the Participant to such Shares shall immediately terminate. A Participant shall not be permitted to sell, transfer, pledge, assign or encumber such Restricted Stock Units or Performance Shares, other than pursuant to a qualified domestic relations order as defined in the Code or Title I of the Employee Retirement Income Security Act. If a Participant experiences a “separation from service” (within the meaning of Section 409A of the Code) from the Company or an Affiliate (except as otherwise provided in the Plan or in Section IV.B.2) prior to the lapse of the restrictions imposed on a Restricted Stock Unit Award or Performance Share Award, the unvested portion of the Restricted Stock Unit Award or Performance Share Award shall be forfeited to the Company, and all the rights of the Participant to such Award shall immediately terminate. If a Participant is absent from work with the Company or an Affiliate because of his or her short-term disability or because the Participant is on an approved leave of absence, if the period of such leave does not exceed six months (or if longer, so long as the individual retains a right to reemployment with the Company under an applicable statute or by contract), the Participant shall not be deemed during the period of any such absence, by virtue of such absence alone, to have experienced a “separation from service” (within the meaning of Section 409A of the Code) from the Company or an Affiliate except as the Administrator may otherwise expressly determine. Notwithstanding the foregoing, if the Participant is on a voluntary leave of absence for the purpose of serving the government of the country of which the Participant is a citizen or in which the Participant’s principal place of employment is located, such leave shall be considered an approved leave of absence.

2. Certain Terminations of Employment.

- a. Restricted Stock Awards and Restricted Stock Unit Awards. Notwithstanding any provision contained in the Plan to the contrary, and except as provided in the last sentence of this Section IV.B.2.a, if a Participant who has been in the continuous employment of the Company or an Affiliate since the Grant Date of a Restricted Stock Award or Restricted Stock Unit Award that remains outstanding ceases to be a bona fide employee of the Company or an Affiliate, which cessation constitutes a “separation from service” under Section 409A of the Code and which is a result of Retirement that occurs at least one year following the Grant Date or a result of Disability or death, then the restrictions shall lapse as to the number of Shares or Share Equivalents equal to: (i) 50% of the number of Shares or Share Equivalents originally subject to the Award, multiplied by (ii) the number of whole months between the Grant Date (or if the Grant Date occurred more than two years prior to the date of such Retirement, Disability or death, the second anniversary of the Grant Date) and the date of such Retirement, Disability or death, divided by (iii) 24. Notwithstanding the foregoing, the Administrator may specify a different provision regarding vesting upon termination of employment due to Retirement, Disability or death, or any other reason, subject to the terms of the Plan.
- b. Performance Share Awards. Notwithstanding any provision contained in the Plan to the contrary, and except as provided in the last sentence of this Section IV.B.2.b, if a Participant who has been in the continuous employment of the Company or an Affiliate since the Grant Date of a Performance Share Award that remains outstanding ceases to be a bona fide employee of the Company or an Affiliate as a result of Retirement that occurs at least one year following the Grant Date, or as a result of Disability or death, or whose employment is terminated by the Company or an Affiliate without Cause at least one year following the Grant Date, then at the end of the performance period the restrictions shall lapse as to the number of Share Equivalents equal to: (i) the number of Performance Shares vested in accordance with the performance objectives established by the Administrator for the Award, multiplied by (ii) the number of whole months between the Grant Date and the date of such Retirement, Disability, death or termination without Cause, divided by (iii) the number of months in the performance period. Notwithstanding the foregoing, ( A) the Administrator may specify a different provision regarding vesting upon termination of employment due to Retirement, Disability or death, or any other reason, subject to the terms of the Plan, and (B) in the event of a Participant whose employment is terminated by the Company or an

Affiliate without Cause at least one year following the Grant Date, the foregoing vesting will be subject to the Participant signing and letting become effective a release in the form specified by the Company not later than the date specified by the Company but in no event later than sixty days following termination of employment that constitutes a separation from service.

- C. Dividends, Dividend Equivalents, and Business Transactions. Upon cash dividends being paid on outstanding shares of ABM common stock, dividends shall be paid with respect to Restricted Stock during the Restriction Period and shall be converted to additional shares of Restricted Stock, which shall be subject to the same restrictions as the original Award for the duration of the Restriction Period. Upon cash dividends being paid on outstanding shares of ABM common stock, dividend equivalents shall be credited in respect of Restricted Stock Units and Performance Shares, which shall be converted into additional Restricted Stock Units or Performance Shares, which will be subject to all of the terms and conditions of the underlying Restricted Stock Unit Award or Performance Share Award, including the same vesting restrictions as the underlying Award. Upon stock dividends being paid on outstanding shares of ABM common stock or a Business Transaction, the Administrator is authorized to take such actions and make such changes with respect to outstanding Awards, including the performance criteria for the termination of restrictions on Awards, as are consistent with the Plan and this Statement of Terms and Conditions to effect the terms of the Awards.
- D. Election to Recognize Gross Income in the Year of Grant. If any Participant validly elects within thirty days of the Grant Date to include in gross income for federal income tax purposes an amount equal to the Fair Market Value of the Shares of Restricted Stock granted on the Grant Date, such Participant shall pay to the Company, or make arrangements satisfactory to the Administrator to pay to the Company in the year of such grant, any federal, state or local taxes required to be withheld with respect to such shares in accordance with Section VIII.F.
- E. No Shareholder Rights for Restricted Stock Units or Performance Shares. Neither a Participant nor any person entitled to exercise a Participant's rights in the event of the Participant's death shall have any of the rights of a shareholder with respect to the Share Equivalents subject to a Restricted Stock Unit Award or Performance Share Award except to the extent that a stock certificate has been issued with respect to such Shares upon the payment of any vested Restricted Stock Unit Award or Performance Share Award.
- F. Time of Payment of Restricted Stock Units and Performance Shares.
1. Subject to Section IV.F.2 below, upon the lapse of the restriction imposed on Restricted Stock Unit Awards or Performance Share Awards, all Restricted Stock Units and Performance Shares that were not forfeited pursuant to Sections IV.B.1, V or VI shall be paid to the Participant as soon as reasonably practicable after the restrictions lapse but not later than 75 days following the date on which the



restrictions lapse. Payment shall be made in Shares in the form of a stock certificate. The foregoing notwithstanding, the Participant may elect to defer payment of the Restricted Stock Units in the manner described in Section IV.G.

2. To the extent required in order to avoid accelerated taxation and/or tax penalties under Code Section 409A, amounts that would otherwise be payable pursuant to Section IV.F of this Statement of Terms and Conditions during the six-month period immediately following a Participant's termination of employment shall instead be paid on the first business day after the date that is six months following the Participant's "separation from service" (within the meaning of Section 409A of the Code) or upon the Participant's death, if earlier.

- G. Deferral Election. Each Participant, pursuant to rules established by the Administrator, may be entitled to elect to defer all or a percentage of any payment in respect of a Restricted Stock Unit Award or Performance Shares that he or she may be entitled to receive as determined pursuant to Section IV.F. This election shall be made by giving notice in a manner and within the time prescribed by the Administrator and in compliance with Code Section 409A. Each Participant must indicate the percentage (expressed in whole percentages) he or she chooses to defer of any payment he or she may be entitled to receive. If no notice is given, the Participant shall be deemed to have made no deferral election. Each deferral election filed with the Company shall become irrevocable in accordance with the terms and conditions of the Company's Deferred Compensation Plan (or any successor plan) and in compliance with Code Section 409A.

#### V. **SPECIAL FORFEITURE AND REPAYMENT RULES IN THE EVENT OF CONDUCT CONSTITUTING CAUSE**

Any other provision of this Statement of Terms and Conditions to the contrary notwithstanding, if the independent members of the Board or the Independent Committee determines that a Participant has engaged in conduct which constitutes Cause, the following provisions shall apply:

- A. Any outstanding Option shall immediately and automatically terminate, be forfeited and shall cease to be exercisable, without limitation. In addition, any shares of Restricted Stock, Restricted Stock Units or Performance Shares as to which the restrictions have not lapsed shall immediately and automatically be forfeited, all of the rights of the Participant to such shares or share equivalents shall immediately terminate, and any Restricted Stock shall be returned to the Company.
- B. The lapse of restrictions on or vesting of Restricted Stock, Restricted Stock Units, or Performance Shares that have vested or upon which the restrictions have lapsed within the 36-month period immediately prior to the date it is determined that the Participant engaged in conduct constituting Cause (the "Determination Date") shall be rescinded and all outstanding Awards shall be cancelled. The Participant shall deliver to the Company

the Shares delivered upon vesting or lapse of restrictions if such vesting or lapse of restrictions has been rescinded and the Shares retained by the Participant.

- C. The independent members of the Board or the Independent Committee may, to the extent permitted by applicable law, rescind any Awards made to the Participant within the 36-month period immediately prior to the Determination Date.
- D. The independent members of the Board or the Independent Committee may, to the extent permitted by applicable law, recover any gains realized from the sale of vested Shares or the sale or other disposition of any Shares issued or issuable upon the exercise of an Option, in the case of any such sale or other disposition during the 36-month period immediately prior to the Determination Date.

The independent members of the Board or the Independent Committee shall determine in such body's sole discretion whether the Participant has engaged in conduct that constitutes Cause.

Any provision of this Section V which is determined by a court of competent jurisdiction to be invalid or unenforceable should be construed or limited in a manner that is valid and enforceable and that comes closest to the business objectives intended by such invalid or unenforceable provision, without invalidating or rendering unenforceable the remaining provisions of this Section V.

## **VI. RECOUPMENT IN THE EVENT OF A RESTATEMENT**

Any other provision of this Statement of Terms and Conditions to the contrary notwithstanding, if the Company's financial statements are the subject of a restatement due to misconduct, fraud or malfeasance, then the following shall apply:

- A. To the extent permitted by governing law, the independent members of the Board or the Independent Committee may, in its discretion, (1) rescind any Excess Equity Award or portion thereof made to an Executive Officer within the 36-month period immediately prior to the date such material restatement is first publicly disclosed and (2) in the event that an Executive Officer has sold or otherwise disposed of some or all of the Shares subject to the Excess Equity Award, recover any gains made from the sale or other disposition of such Shares that was effected during the 36-month period immediately prior to the date such material restatement is first publicly disclosed. In no event shall the Company be required to award an Executive Officer additional equity incentive compensation should the restated financial statements result in a higher equity incentive payment.
- B. In addition to the foregoing, the independent members of the Board or the Independent Committee may, in its discretion, require that an Executive Officer pay the Company, in cash and upon demand, Option Proceeds resulting from the sale or other disposition of Shares issued or issuable upon the exercise of an Option if the sale or disposition was effected during the 36-month period immediately prior to the date such material restatement is first publicly disclosed.

Any provision of this Section VI which is determined by a court of competent jurisdiction to be invalid or unenforceable should be construed or limited in a manner that is valid and enforceable and that comes closest to the business objectives intended by such invalid or unenforceable provision, without invalidating or rendering unenforceable the remaining provisions of this Section VI.

## **VII. CHANGE IN CONTROL**

- A. Effect of Change in Control on Options. Subject to the limitations set forth in Section VII.C, in the event of a Change in Control, the surviving, continuing, successor, or purchasing Company or other business entity or parent thereof, as the case may be (the “Acquiror”) may, without the consent of any Participant, either assume or continue the Company’s rights and obligations under outstanding Options or substitute for outstanding Options substantially equivalent options covering the Acquiror’s stock. All Options assumed or continued by the Acquiror in connection with a Change in Control will become fully vested and exercisable if the Participant’s employment is terminated without Cause at any time during the 12-month period following the Change in Control.

Any Option granted one year or more prior to the Change in Control that is neither assumed nor continued by the Acquiror in connection with the Change in Control shall, contingent on the Change in Control, become fully vested and exercisable immediately prior to the Change in Control. Any Option granted less than one year prior to the Change in Control that is neither assumed nor continued by the Acquiror in connection with the Change in Control shall, to the extent not previously vested and exercisable, immediately prior to the Change in Control become vested and exercisable as to the number of Shares subject to such Option equal to (i) the number of Shares originally subject to such Option, multiplied by (ii) the number of whole months between the Grant Date and the Change in Control, divided by (iii) the number of months between the Grant Date and the date on which all Shares originally subject to such Option would have been fully vested and exercisable; and such Option shall terminate with respect to all remaining Shares subject to such Option.

- B. Effect of Change in Control on Awards Other than Options. Subject to the limitations set forth in Section VII.C, in the event of a Change in Control, the Acquiror may, without the consent of any Participant, either assume or continue the Company’s rights and obligations under outstanding Awards other than Options or substitute for such Awards substantially equivalent awards covering the Acquiror’s stock. All Awards other than Options assumed or continued by the Acquiror in connection with a Change in Control will become fully vested and all restrictions on such Awards will lapse if the Participant’s employment is terminated without Cause at any time during the 12-month period following the Change in Control. Any Award that is neither assumed nor continued by the Acquiror in connection with the Change in Control shall, upon the Change in Control, become fully vested and all restrictions shall be released immediately prior to the Change in Control, and all Restricted Unit Awards and Performance Share Awards shall become immediately payable. Notwithstanding anything in this Section VII.B to the contrary, if

the Change in Control does not constitute a “change in effective ownership or control” of the Company within the meaning of Code Section 409A, the Restricted Stock Units and Performance Shares granted pursuant to this Statement of Terms and Conditions will vest as provided in this Section VII.B, but will be payable to the Participant in accordance with the provisions of Section IV.

- C. Excess Parachute Payments. Subject to a Severance Agreement between the Participant and the Company approved by the Board of Directors or the Compensation Committee, if any amount or benefit to be paid or provided under an Award or any other agreement between a Participant and the Company would be an Excess Parachute Payment but for the application of this sentence, then the payments and benefits to be paid or provided under the Award and any other agreement will be reduced to the minimum extent necessary (but in no event to less than zero) so that no portion of any such payment or benefit, as so reduced, constitutes an Excess Parachute Payment. The determination of whether any reduction in such payments or benefits to be provided under the Award or any other agreement or otherwise is required pursuant to the preceding sentence will be made at the expense of the Company by independent accountants or the Company’s benefits consultant. The fact that the Participant’s right to payments or benefits may be reduced by reason of the limitations contained in this paragraph will not of itself limit or otherwise affect any other rights of the Participant under any other agreement. In the event that any payment or benefit intended to be provided is required to be reduced pursuant to this paragraph, the Participant will be entitled to designate the payments and/or benefits to be so reduced in order to give effect to this paragraph. The Company will provide the Participant with all information reasonably requested by the Participant to permit the Participant to make such designation. In the event that the Participant fails to make such designation within 10 business days after receiving notice from the Company of a reduction under this paragraph, the Company may effect such reduction in any manner it deems appropriate.

## VIII. MISCELLANEOUS

- A. No Effect on Terms of Employment. Subject to the terms of any employment contract entered into by the Company and a Participant to the contrary, the Company (or an Affiliate which employs him or her) shall have the right to terminate or change the terms of employment of a Participant at any time and for any reason whatsoever.
- B. Grants to Participants in Foreign Countries. In making grants to Participants in foreign countries, the Administrator has the full discretion to deviate from this Statement of Terms and Conditions in order to adjust Awards under the Plan to prevailing local conditions, including custom and legal and tax requirements.
- C. Information Notification. Any information required to be given under the terms of an Award Agreement shall be addressed to the Company in writing by mail, overnight delivery service, or by electronic transmission to the Senior Vice President, Human Resources and the Assistant Vice President & Director of Compensation. Any notice to be

given to a Participant shall be given in writing by mail, overnight delivery service, or by electronic transmission.

- D. Administrator Decisions Conclusive. All decisions of the Administrator administering the Plan upon any questions arising under the Plan, under this Statement of Terms and Conditions, or under an Award Agreement, shall be conclusive.
- E. No Effect on Other Benefit Plans. Nothing herein contained shall affect a Participant's right to participate in and receive benefits from and in accordance with the then current provisions of any pensions, insurance or other employment welfare plan or program offered by the Company.
- F. Withholding. Each Participant shall agree to make appropriate arrangements with the Company and his or her employer for satisfaction of any applicable federal, state or local income tax withholding requirements or payroll tax requirements. If approved by the Company at the time of exercise, such arrangements may include an election by a Participant to have the Company retain some portion of the Stock acquired pursuant to exercise of an Option to satisfy such withholding requirements. The election must be made prior to the date on which the amount to be withheld is determined. If a qualifying election is made, then upon exercise of an Option, in whole or in part, the Company will retain the number of Shares having a value equal to the amount necessary to satisfy any withholding requirements. Calculation of the number of Shares to be withheld shall be made based on the Fair Market Value of the Stock. In no event, however, shall the Company be required to issue fractional shares of Stock. The Administrator shall be authorized to establish such rules, forms and procedures as it deems necessary to implement the foregoing.

With respect to the vesting of an Award other than an Option, if the Participant does not make an arrangement with the Company and his or her employer for satisfaction of the applicable income and withholding requirements or social security requirements in advance of the vesting date, the Company shall retain the number of Shares (that otherwise would have been payable to the Participant) having a value equal to the amount necessary to satisfy any withholding requirements. Calculation of the number of such Shares shall be as described above.

- G. Successors. This Statement of Terms and Conditions and the Award Agreements shall be binding upon and inure to the benefit of any successor or successors of the Company. "Participant" as used herein shall include the Participant's Beneficiary.
- H. Governing Law. The interpretation, performance, and enforcement of this Statement of Terms and Conditions and all Award Agreements shall be governed by the laws of the State of Delaware.

**ABM INDUSTRIES INCORPORATED**  
**STATEMENT OF TERMS AND CONDITIONS APPLICABLE**  
**TO OPTIONS, RESTRICTED STOCK AND RESTRICTED STOCK UNITS**  
**GRANTED TO NON-EMPLOYEE DIRECTORS PURSUANT TO**  
**THE 2006 EQUITY INCENTIVE PLAN**  
*(For Awards Granted On or After March 4, 2015)*

**I. INTRODUCTION**

The following terms and conditions shall apply to each Award granted under the Plan to a Non-Employee Director eligible to participate in the Plan. This Statement of Terms and Conditions is subject to the terms of the Plan and of any Award made pursuant to the Plan. In the event of any inconsistency between this Statement of Terms and Conditions and the Plan, the Plan shall govern.

**II. DEFINITIONS**

Capitalized terms not otherwise defined in this Statement of Terms and Conditions shall have the meaning set forth in the Plan. When capitalized in this Statement of Terms and Conditions, the following additional terms shall have the meaning set forth below:

- A. "Grant Date" means the date the Administrator grants the Award.
- B. "Mandatory Retirement" means the mandatory termination of service by a Non-Employee Director on (but not before) the date of the annual meeting of shareholders next following the attainment of such Director of age 73.
- C. "Option Period" means the period commencing on the Grant Date of an Option and, except as otherwise provided in Section III.E, ending on the Termination Date.
- D. "Retirement" means the voluntary termination of service by a Non-Employee Director at (i) age 65 or older or (ii) age 55 or older at a time when age plus years of service equals or exceeds 65.
- E. "Termination Date" means the date that an Option expires as set forth in the Option Agreement.

**III. OPTIONS**

- A. Option Notice and Agreement. An Option granted under the Plan shall be evidenced by an Option Agreement setting forth the terms and conditions of the Option and the number of Shares subject to the Option. Each Option Agreement shall incorporate by reference and be subject to this Statement of Terms and Conditions and the terms and conditions of the Plan.
- B. Exercise Price. The per Share Exercise Price of an Option, as specified in the Option Agreement, shall be equal to or greater than the per Share Fair Market Value of the Shares underlying the Option on the Grant Date.

- C. Option Period. An Option shall be exercisable only during the applicable Option Period, and during such Option Period the exercisability of the Option shall be subject to the vesting provisions of Section III.D as modified by the rules set forth in Sections III.E and V. The Option Period shall be not more than seven years from the Grant Date.
- D. Vesting of Right to Exercise Options.
1. Except as provided in Sections III.E and V, an Option shall be exercisable during the Option Period in accordance with the following vesting schedule: (i) one-third of the Shares subject to the Option shall vest on the first anniversary of the Grant Date; (ii) an additional one-third of the Shares shall vest on the second anniversary of the Grant Date; and (iii) the remaining one-third of the Shares subject to the Option shall vest on the third anniversary of the Grant Date. Notwithstanding the foregoing, the Administrator may specify a different vesting schedule at the time the Option is granted and as specified in the Option Agreement.
  2. Any vested portion of an Option not exercised hereunder shall accumulate and be exercisable at any time on or before the Termination Date, subject to the rules set forth in Section III.E and V. No Option may be exercised for less than 5% of the total number of Shares then available for exercise under such Option. In no event shall the Company be required to issue fractional shares.
- E. Termination of Service due to Retirement. If, during the Option Period, a Participant ceases to be a Director of the Company due to his or her Retirement at least one year following the Grant Date, then in addition to any Shares vested under the Option Agreement prior to the date of such Retirement, the Option shall vest in the number of Shares equal to one-third of the number of Shares originally subject to the Option, multiplied by the number of whole months between the most recent anniversary date of the Grant Date and the date of such Retirement, and divided by 12.
- F. Termination of Service due to Mandatory Retirement, Disability or Death. If, during the Option Period, a Participant ceases to be a Director of the Company due to his or her Mandatory Retirement at least one year following the Grant Date, Disability or death, in addition to any Shares vested under the Option Agreement prior to the date of such Mandatory Retirement, Disability or death, the Option shall immediately vest on the date of such Mandatory Retirement, Disability or death..
- G. Method of Exercise. A Participant may exercise an Option with respect to all or any part of the exercisable Shares as follows:
1. By giving the Company, or its authorized representative designated for this purpose, written notice of such exercise specifying the number of Shares as to which the Option is so exercised. Such notice shall be accompanied by an amount equal to the Exercise Price of such Shares, in the form of any one or combination of the following:
    - a. cash or a certified check, bank draft, postal or express money order payable to the order of the Company in lawful money of the United States;
    - b. if approved by the Company at the time of exercise, personal check of the Participant;

- c. if approved by the Company at the time of exercise, a "net exercise" pursuant to which the Company will not require a payment of the exercise price from the Participant but will reduce the number of Shares issued upon the exercise by the largest number of whole Shares that has a Fair Market Value that does not exceed the aggregate exercise price. With respect to any remaining balance of the aggregate exercise price, the Company shall accept a payment in a form identified in (a) or (b) of this section;
- d. if approved by the Company at the time of exercise, by tendering to the Company or its authorized representative Shares which have been owned by the Participant for at least six months prior to said tender, and having a fair market value, as determined by the Company, equal to the Exercise Price; or
- e. if approved by the Company at the time of exercise, delivery (including by FAX transmission) to the Company or its authorized representative of an executed irrevocable option exercise form together with irrevocable instructions to an approved registered investment broker to sell Shares in an amount sufficient to pay the Exercise Price and to transfer the proceeds of such sale to the Company.

2. If required by the Company, the Participant shall give his or her assurance in writing, signed by the

Participant, that the Shares subject to the Option are being purchased for investment and not with a view to the distribution thereof; provided that such assurance shall be deemed inapplicable to (i) any sale of the Shares by such Participant made in accordance with the terms of a registration statement covering such sale, which has heretofore been (or may hereafter be) filed and become effective under the Securities Act of 1933, as amended (the "Securities Act") and with respect to which no stop order suspending the effectiveness thereof has been issued, and (ii) any other sale of the Shares with respect to which, in the opinion of counsel for the Company, such assurance is not required to be given in order to comply with the provisions of the Securities Act.

- H. Limitations on Transfer. An Option shall, during a Participant's lifetime, be exercisable only by the Participant. No Option or any right granted under the Plan shall be transferable by the Participant by operation of law or otherwise, other than as set forth in the Plan. In the event of any attempt by a Participant to alienate, assign, pledge, hypothecate, or otherwise dispose of an Option or of any right under the Plan, except as provided herein, or in the event of the levy of any attachment, execution, or similar process upon the rights or interest hereby conferred, the Company at its election may terminate the affected Option by notice to the Participant and the Option shall thereupon become null and void.
- I. No Shareholder Rights. Neither a Participant nor any person entitled to exercise a Participant's rights in the event of the Participant's death shall have any of the rights of a shareholder with respect to the Shares subject to an Option except to the extent that an Option has been exercised.



IV. **RESTRICTED STOCK AND RESTRICTED STOCK UNITS**

- A. Agreement. A Restricted Stock Award or Restricted Stock Unit Award granted under the Plan shall be evidenced by an Agreement to be executed by the Participant and the Company setting forth the terms and conditions of the Award. Each Award Agreement shall incorporate by reference and be subject to this Statement of Terms and Conditions and the terms and conditions of the Plan.
- B. Special Restrictions. Each Restricted Stock Award or Restricted Stock Unit Award made under the Plan shall contain the following terms, conditions and restrictions and such additional terms, conditions and restrictions as may be determined by the Administrator; provided, however, that no Award shall be subject to additional terms, conditions and restrictions which are more favorable to a Participant than the terms, conditions and restrictions set forth in the Plan, the Restricted Stock Agreement, Restricted Stock Unit Award Agreement, or this Statement of Terms and Conditions.

1. Restrictions. Until the restrictions imposed on any Restricted Stock Award or Restricted Stock Unit Award shall lapse, shares of Restricted Stock or Restricted Stock Units granted to a Participant: (a) shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of, and (b) shall, if the Participant experiences a "separation from service" (within the meaning of Section 409A of the Code) from the Company for any reason (except as otherwise provided in the Plan or in Sections IV.B.2 or V) be returned to the Company forthwith, and all the rights of the Participant to such Shares or Restricted Stock Units shall immediately terminate. A Participant shall not be permitted to sell, transfer, pledge, assign or encumber such Restricted Stock or Restricted Stock Units, other than pursuant to a qualified domestic relations order as defined in the Internal Revenue Code of 1986, as amended, or Title I of the Employee Retirement Income Security Act. If a Participant experiences a "separation from service" (within the meaning of Section 409A of the Code) (except as otherwise provided in the Plan or in Sections IV.B.2 or V prior to the lapse of the restrictions imposed on Restricted Stock or a Restricted Stock Unit Award), the unvested portion of the Restricted Stock or Restricted Stock Unit Award shall be forfeited to the Company, and all the rights of the Participant to such Award shall immediately terminate.

2. Termination of Service by Reason of Retirement. Notwithstanding any provision contained herein or in the Plan or the Restricted Stock Agreement or Restricted Stock Unit Agreement to the contrary, if a Participant who has been serving as a Director of the Company since the Grant Date of a Restricted Stock Award or Restricted Stock Unit Award that remains outstanding ceases to be a Director of the Company, which cessation constitutes a "separation from service" within the meaning of Section 409A of the Code and which is a result of Retirement at least one year following the Grant Date, then the restrictions shall lapse as to the number of Shares or Share Equivalents equal to: (i) one-third of the number of Shares or Share Equivalents originally subject to the Award, multiplied by (ii) the number of whole months between the most recent anniversary date of the Grant Date and the date of such Retirement and divided by 12.

3. Termination of Service by Reason of Mandatory Retirement, Disability or Death. Notwithstanding any provision contained herein or in the Plan or the Restricted Stock Agreement or Restricted Stock Unit Agreement to the contrary, if a Participant who has been

serving as a Director of the Company since the Grant Date of a Restricted Stock Award or Restricted Stock Unit Award that remains outstanding ceases to be a Director of the Company, which cessation constitutes a “separation from service” within the meaning of Section 409A of the Code and which is the result of Mandatory Retirement at least one year following the Grant Date, Disability or death, then the restrictions shall immediately lapse, on the date of such Mandatory Retirement, Disability or death, as to all Shares or Share Equivalents that had not previously lapsed.

- C. Dividends or Dividend Equivalents. Upon dividends being paid on outstanding shares of ABM common stock, dividends shall be paid with respect to Restricted Stock during the Restriction Period and shall be converted to additional shares of Restricted Stock at the Fair Market Value on the date of payment, which shall be subject to the same restrictions as the original Award for the duration of the Restricted Period. Upon dividends being paid on outstanding shares of ABM common stock, dividend equivalents shall be credited in respect of Restricted Stock Units, which shall be converted into additional Restricted Stock Units at the Fair Market Value on the date of payment, which will be subject to all of the terms and conditions of the underlying Restricted Stock Unit Award, including the same vesting restrictions as the underlying Award.
- D. No Shareholder Rights for Restricted Stock Units. Neither a Participant nor any person entitled to exercise a Participant's rights in the event of the Participant's death shall have any of the rights of a shareholder with respect to the Share Equivalents subject to a Restricted Stock Unit Award except to the extent that restrictions have lapsed and Shares have been issued upon the payment of any vested Restricted Stock Unit Award.
- E. Time of Payment of Restricted Stock Units.
  - 1. Subject to Section IV.E.2 below, upon the lapse of the restriction imposed on Restricted Stock Unit Awards, all Restricted Stock Units that were not forfeited pursuant to Section IV.B.1 shall be paid to the Participant as soon as reasonably practicable after the restrictions lapse but not later than 75 days following the date on which the restrictions lapse. Payment shall be made in Shares.
  - 2. To the extent required in order to avoid accelerated taxation and/or tax penalties under Code Section 409A, amounts that would otherwise be payable pursuant to Section IV.E of this Statement of Terms and Conditions during the six-month period immediately following a Participant's termination of employment shall instead be paid on the first business day after the date that is six months following the Participant's “separation from service” (within the meaning of Section 409A of the Code) or upon the Participant’s death, if earlier.

V. **CHANGE IN CONTROL**

In the event of a Change in Control, all Options that are outstanding at the time of such Change in Control shall become 100% vested and immediately exercisable, all restrictions with respect to outstanding shares of Restricted Stock shall lapse, such Shares shall become 100% vested and all outstanding Restricted Stock Unit Awards shall become 100% vested and

immediately payable. Notwithstanding anything in this Section V to the contrary, if the Change in Control does not constitute a "change in effective ownership or control" of the Company within the meaning of Code Section 409A, the Restricted Stock Units granted pursuant to this Statement of Terms and Conditions will vest as provided in this Section V, but will be payable to the Participant in accordance with the provisions of Section IV.

VI. **MISCELLANEOUS**

- A. Grants to Participants in Foreign Countries. In making grants to Participants in foreign countries, the Administrator has the full discretion to deviate from this Statement of Terms and Conditions in order to adjust Awards under the Plan to prevailing local conditions, including custom and legal and tax requirements.
- B. Information Notification. Any information required to be given under the terms of an Award Agreement shall be addressed to the Company in care of the General Counsel and Corporate Secretary, and any notice to be given to a Participant shall be addressed to him or her at the address indicated beneath his or her name on the Award Agreement or such other address as either party may designate in writing to the other. Any such notice shall be deemed to have been duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, registered or certified and deposited (postage or registration or certification fee prepaid) in a post office or branch post office regularly maintained by the United States.
- C. Administrator Decisions Conclusive. All decisions of the Administrator administering the Plan upon any questions arising under the Plan, under this Statement of Terms and Conditions, or under an Award Agreement, shall be conclusive.
- D. No Effect on Other Benefit Plans. Nothing herein contained shall affect a Participant's right to participate in and receive benefits from and in accordance with the then current provisions of any pensions, insurance or other employment welfare plan or program offered by the Company to its non-employee directors.
- E. Tax Payments. Each Participant shall agree to satisfy any applicable federal, state or local income taxes associated with an Award.
- F. Successors. This Statement of Terms and Conditions and the Award Agreements shall be binding upon and inure to the benefit of any successor or successors of the Company. "Participant" as used herein shall include the Participant's Beneficiary.
- G. Governing Law. The interpretation, performance, and enforcement of this Statement of Terms and Conditions and all Award Agreements shall be governed by the laws of the State of Delaware.

April 6, 2015

James S. Lusk  
c/o ABM Industries Incorporated  
551 Fifth Avenue  
New York, NY 10176

Dear Jim:

This letter agreement (this “**Letter Agreement**”) supplements the Employment Agreement dated October 20, 2014 (the “**Employment Agreement**”), by and between you and ABM Industries Incorporated (the “**Company**”), and serves to set forth the terms and conditions for your departure from the Company.

In consideration of the mutual promises contained in this Letter Agreement, the Company and you (“**you**”, “**Executive**”, or “**he**”) agree as follows:

1. Departure from the Company.
  - (a) In accordance with the notice provisions set forth in Section 6.2 of the Employment Agreement, Executive’s last day of employment will be July 5, 2015 (the “**Departure Date**”). However, effective immediately on the date of this Letter Agreement, Executive will no longer be Executive Vice President and Chief Financial Officer of the Company but instead will serve in a non-executive transitional role at the same base pay rate as is currently in effect. Executive acknowledges and agrees that the foregoing satisfies any 90-day notification requirement under the Employment Agreement.
  - (b) Upon request by the Company, Executive will promptly execute such documents and take such actions as may be necessary or reasonably requested by the Company to effectuate or memorialize the resignation from any positions he has held as an officer, director, and/or employee of the Company and its subsidiaries and affiliates.
2. Separation Benefits. So long as Executive is not terminated for Cause, and does not resign, before the Departure Date, the following shall apply:
  - (a) Separation Benefits Under Employment Agreement. Executive will be deemed to have been terminated by the Company without Cause

pursuant to Section 6.2 of the Employment Agreement as of the Departure Date. As such, Executive shall be entitled to the following payments and benefits in full satisfaction of the Severance Benefits (as defined in Section 6.2 of the Employment Agreement), subject to Executive's execution between the Departure Date and 60 days following the Departure Date, and non-revocation within the period specified therein, of the release attached hereto as Exhibit A (the "**Release**"), which shall be in addition to the release set forth in Section 4 of this Letter Agreement, and Executive's continuing compliance with all continuing obligations under the Employment Agreement, including but not limited to those set forth in Section 5 thereof:

- (i) an amount equal to \$1,461,946, which equals 18 months base pay and target bonus under the Company's annual performance incentive program, payable in substantially equal semi-monthly installments over 18 months following the Departure Date;
  - (ii) an amount equal to the Company portion of medical insurance for 18 months following the Departure Date; and
  - (iii) an amount equal to a pro-rated portion of Executive's target bonus for the fraction of the fiscal year that has been completed prior to the Departure Date based on the Company's actual performance for the entire fiscal year, which shall be paid at such time as bonuses are paid to employees generally, but in no event later than March 15, 2016; *provided* that the portion of such bonus allocable to Executive's department and individual objectives for such year shall be based on an achievement level of 1.0.
- (b) Equity Awards. Executive and the Company further acknowledge and agree that:
- (i) Subject to the Release becoming effective, Executive will be deemed to have been terminated by the Company without Cause on the Departure Date under the applicable award agreement with respect to the following performance share awards: January 14, 2014 award of 9,779 shares (at target), September 8, 2014 award of 5,089 shares (at target) and January 15, 2015 award of 9,657 shares (at target), which generally provide that Executive will remain eligible for prorated vesting (through the Departure Date) subject to the achievement of the applicable performance conditions for the applicable award, according to the terms thereof.

- (ii) Executive shall not be entitled to any further vesting credit after the Departure Date nor to any prorated vesting upon termination of employment except as set forth in clause (i) above.
  - (iii) With respect to any vested stock options held by Executive as of the Departure Date, the period by which Executive must exercise such vested stock options will be determined by reference to the Departure Date as the date of Executive's termination of employment and in accordance with the terms of the award agreement and equity plan pursuant to which such stock option was granted.
- (c) Other Plans and Agreements. Executive shall be entitled to payments and benefits vested under the Company's employee benefit plans, if any, subject to the terms and conditions of such plans. Pursuant to its terms, Executive's rights under that certain Amended and Restated Change-in-Control Agreement between Executive and the Company, dated December 30, 2008 shall terminate as of the Departure Date and be of no further force and effect.

3. Executive Acknowledgment. The Company has provided to Executive a draft of the terms of a press release and Form 8-K relating to this Letter Agreement.

4. Release of Claims.

- (a) In consideration for the promises set forth herein, Executive (on his own behalf and on behalf of his heirs, executors, and administrators) agrees to and hereby does unconditionally waive, release and forever discharge the Company and any and all past, present or future parents, subsidiaries, affiliates, related persons or entities, including but not limited to all of their officers, directors, managers, employees, shareholders, members, partners, agents, attorneys, successors and assigns, and specifically including ABM Industries Incorporated (the "Released Parties"), from any and all actions, claims, demands and damages, whether actual or potential, known or unknown, which he may have or claim to have, against the Released Parties as of the date he signs this Letter Agreement including, without limitation, any and all claims related or in any manner incidental to (i) Executive's employment with the Company through the date he signs this Letter Agreement; (ii) Executive's and the Company's agreement that Executive will leave his current position and separate from employment with the Company on the Departure Date; and (iii) any events that have

transpired prior to and including the date he signs this Letter Agreement. All such claims are forever barred by this Letter Agreement regardless of the forum in which such claims might be brought, including, but not limited to, claims (x) under any federal, state or local law governing the employment relationship through the date he signs this Letter Agreement (including, but not limited to, Title VII of the Civil Rights Acts of 1964 and 1991, the Age Discrimination in Employment Act of 1967 (“ADEA”), the Americans with Disabilities Act, the Family Medical Leave Act, the Employee Retirement Income Security Act of 1974, the Rehabilitation Act, the Worker Adjustment and Retraining Notification Act, any state, local, and other federal employment laws, and any amendments to any of the foregoing and/or (y) under the common law for breach of contract, wrongful discharge, personal injuries and/or torts. Executive understands that this is a general waiver and release of all claims, known or unknown, that he may have against the Released Parties based on any act, omission, matter, cause or thing that occurred through the date he signs this Letter Agreement.

- (b) The above release does not waive claims (i) for vested rights under employee benefit plans as applicable on the date he signs this Letter Agreement, (ii) that may arise after the date he signs this Letter Agreement, (iii) which cannot be released by private agreement or (iv) under this Letter Agreement. In addition, this Letter Agreement does not extend to, release or modify any rights to indemnification or advancement of expenses to which Executive is entitled from the Company or its insurers under the Company’s Certificate of Incorporation, Bylaws, or the General Corporation Law of the State of Delaware or other corporate governing documents.
- (c) Additionally, the parties agree that nothing in this Letter Agreement or the Employment Agreement shall preclude Executive from filing any charge with the Equal Employment Opportunity Commission, the National Labor Relations Board, or any other governmental agency or from any way participating in any investigation, hearing, or proceeding of any government agency (though Executive affirmatively waives any right to receive individual relief in connection with his participation in such claims).
- (d) Executive acknowledges and agrees that he is providing the waiver and release set forth herein in exchange for consideration in

addition to anything of value to which Executive may already have been entitled.

5. Affirmations. Executive affirms that he has not filed or caused to be filed, and is not a party to any claim, complaint, or action against the Company or any of its subsidiaries or affiliates in any forum or form. Executive also affirms that he has no known workplace injuries or occupational diseases, and has been provided and has not been denied any leave requested under the Family and Medical Leave Act. Other than as described in this Letter Agreement, Executive disclaims and waives any right of reinstatement with the Company or any subsidiary or affiliate thereof.
6. Restrictive Covenants. Executive acknowledges and agrees that any and all restrictive covenants described in Sections 5.1 – 5.9 of the Employment Agreement will continue in full force and effect in accordance with the terms and conditions thereof, except as otherwise agreed to in writing by the parties. Executive also acknowledges and agrees that any and all terms and conditions of the Employment Agreement which expressly or by reasonable implication survive Executive's departure from the Company to which Executive is subject will continue in full force and effect in accordance with the terms and conditions thereof. Executive shall be permitted to retain for a reasonably agreed cost his cellular phone and attendant phone number, computers, I-Pads, scanner, printer and other similar equipment which he has been utilizing in the performance of his services.
7. Consultation with Attorney; Voluntary Agreement. Executive acknowledges that (a) the Company has advised him of his right to consult with an attorney of his own choosing prior to executing this Letter Agreement, (b) Executive has carefully read and fully understands all of the provisions of this Letter Agreement, and (c) Executive is entering into this Letter Agreement and any related release knowingly, freely and voluntarily in exchange for good and valuable consideration.
8. Review and Revocation. Executive agrees that he has been given 21 calendar days following this Letter Agreement's presentment to consider this Letter Agreement. If he chooses to sign the Letter Agreement before the end of that 21-day period, he certifies that he did so voluntarily for his own benefit and waived the right to consider this Letter Agreement for the entire 21-day period. After he has signed this Letter Agreement, he may revoke his consent to it by delivering written notice signed by him to Sarah McConnell, Executive VP, ABM Industries, 551 Fifth Avenue New York, NY 10176, on or before the seventh calendar day after he signs it. If he does not revoke this Separation Agreement within seven calendar days after he signs it, it will be final, binding, and irrevocable. Even if



Executive revokes this Letter Agreement, Section 1(a) hereof will remain in effect and is effective on the date of this Letter Agreement.

9. Governing Law. This Letter Agreement will be governed by and construed and enforced according to the laws of the State of New York, without regard to conflicts of laws principles thereof.
10. Taxes. The Company may withhold from any amounts payable under this Letter Agreement all federal, state, city, foreign or other taxes as the Company is required to withhold pursuant to any applicable law, regulation or ruling. Notwithstanding any other provision of this Letter Agreement, the Company shall not be obligated to guarantee any particular tax result for Executive with respect to any payment provided hereunder, and Executive shall be responsible for any taxes imposed on him with respect to any such payment.
11. Entire Agreement. This Letter Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes, terminates, and replaces any prior or contemporaneous understandings or agreements with respect thereto, except for the Employment Agreement, which shall remain in full force and effect in accordance with its terms except as supplemented hereby, and the award agreements governing any of Executive's outstanding equity awards. Except with respect to Executive's compliance with Section 5 of the Employment Agreement and ABM's Recoupment Policy, no amount owing to Executive under this Letter Agreement shall be subject to set-off or reduction by reason of any claims which the Company has or may have against Executive.
12. Section 409A. This Letter Agreement and the payments to be made hereunder are intended to comply with, or be exempt from, Section 409A of the Code, and this Letter Agreement will be interpreted, and all tax filings with the Internal Revenue Service relating to the Payments will be made, in a manner consistent with that intent and with the corresponding provisions of the Employment Agreement.
13. Modifications. This Letter Agreement may not be changed, amended, or modified unless done so in a writing signed by the Company and Executive.
14. Counterparts. This Letter Agreement may be executed in separate counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Executive and the Company have executed this Letter Agreement as of the date last written below, and this Letter Agreement is deemed by Executive and the Company to be effective as of April 6, 2015.

JAMES S. LUSK

/s/ James S. Lusk

Date: April 24, 2015

ABM INDUSTRIES INCORPORATED

By: /s/ Angelique M. Carbo

Name: Angelique M. Carbo

Title: Senior Vice President, Human Resources

Date: April 27, 2015

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO SECURITIES EXCHANGE ACT OF 1934  
RULE 13a-14(a) OR 15d-14(a)**

I, Scott Salmirs, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of ABM Industries Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

June 3, 2015

/s/ Scott Salmirs  
Scott Salmirs  
Chief Executive Officer  
(Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO SECURITIES EXCHANGE ACT OF 1934  
RULE 13a-14(a) OR 15d-14(a)**

I, D. Anthony Scaglione, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of ABM Industries Incorporated;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

June 3, 2015

/s/ D. Anthony Scaglione  
D. Anthony Scaglione  
Chief Financial Officer  
(Principal Financial Officer)

**CERTIFICATIONS PURSUANT TO SECURITIES EXCHANGE ACT OF 1934  
RULE 13a-14(b) OR 15d-14(b) AND  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of ABM Industries Incorporated (the "Company") for the quarter ended April 30, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Scott Salmirs, Chief Executive Officer of the Company, and D. Anthony Scaglione, Chief Financial Officer of the Company, each certifies for the purpose of complying with Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 1350 of Chapter 63 of Title 18 of the United States Code, that:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

June 3, 2015

/s/ Scott Salmirs  
Scott Salmirs  
Chief Executive Officer  
(Principal Executive Officer)

June 3, 2015

/s/ D. Anthony Scaglione  
D. Anthony Scaglione  
Chief Financial Officer  
(Principal Financial Officer)